



SPECIAL CITY COUNCIL MEETING

July 15, 2014 AT 5:00 P.M.

City Council Chambers 400 East Military, Fremont NE

AGENDA

1. Meeting called to order
2. Roll call
3. Mayor comments (There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS AND RELATED ACTION:

4. Public Hearing on blight and substandard [designation](#) for 23rd & Bell Redevelopment project ([staff report](#))
5. [Resolution](#) declaring area blighted and substandard for 23rd & Bell Redevelopment project ([staff report](#))
6. Public Hearing on blight and substandard [designation](#) for Morningside Business Park project ([staff report](#))
7. [Resolution](#) declaring area blighted and substandard for Morningside Business Park project ([staff report](#))

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

8. Dispense with reading of and approve June 24, 2014 and July 8, 2014 [minutes](#)
9. June 25 – July 8, 2014 [claims](#) ([staff report](#))
10. [Report](#) of the Treasury ([staff report](#))
11. [Resolution](#) approving stop [signs](#) at Jones Drive and Wyoming Avenue ([staff report](#))
12. [Resolution](#) approving Dan Varilek request for extra width drive approach at 520 W South St ([staff report](#))
13. [Resolution](#) approving consumption of alcohol on city property for Bob [Diers](#), Christensen Field, October 9, 2014, dinner ([staff report](#))
14. [Resolution](#) approving Special Designated Permit applications for [Burtonian](#) Enterprises, 1682 E 23rd Ave North, July 18, 19 & 20, 2014 and August 8 & 9 & 10, 2014, beer garden; [DeSauce](#) Developments, 925 North Broad, July 26, 2014, reception ([staff report](#))
15. [Resolution](#) approving renewal [agreement](#) with CB Ellis for marketing Fremont Technology Park ([staff report](#))
16. [Resolution](#) approving Don Halladay [request](#) for firework display on September 6, 2014 at Christensen Field for wedding ([staff report](#))

AGENDA

CONSENT AGENDA CONTINUED:

17. [Resolution](#) approving [agreement](#) with Department of Motor Vehicles to use Memorial Parking lot for motorcycle driver testing ([staff report](#))
18. [Resolution](#) approving [agreement](#) with IMA Inc. for brokers services for health, life, disability and Section 125 coverage ([staff report](#))
19. [Resolution](#) approving [agreement](#) with Northern Natural Gas for crossing of gas mains by storm sewer pipes for the West Military Avenue widening project ([staff report](#))
20. Tort [claim](#) of National Subrogation Services for Homesite and Clayton Ingersoll, 3015 Laverna St ([staff report](#))
21. Tort [claim](#) of Carson and Alice Day, NW 1/4 28-17-9 ([staff report](#))
22. [Resolution](#) approving [agreement](#) to participate in Centralized Police Testing Program with Morrow and Associates ([staff report](#))

REGULAR AGENDA: requires individual associated action.

23. Reconsider and amend [Ordinance](#) amending Fremont Municipal Code, Chapter 3, Departments; Chapter 5, Snow Routes, Handicap Permits, Parking Meters; Chapter 10, Alcoholic Beverages ([staff report](#))
24. [Resolution](#) approving [easements](#) from Victory Lake Marine for 2013 West Military Improvement Project - Ridge Road to Pierce Street project ([staff report](#))
25. [Change](#) Order #1 for Sawyer Construction for 2013 Street Patching - Yager Road project ([staff report](#))
26. [Ordinance](#) annexing part of NW 1/4 7-17-9 (Ritz Lake - Phase I) ([staff report](#))
27. Adjournment

Agenda posted at the Municipal Building on July 11, 2014 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 11, 2014. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

STAFF REPORT

TO: Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: 20 June 2014

SUBJECT: Council public hearing on the designation of blighted and substandard conditions at the intersection of 23rd and Bell Streets.

Recommendation: 1) Open public hearing; 2) receive public testimony; 3) Close public hearing

Background: This blight study is for an area that encompasses the Fremont Technology Park, the site of the former Clarion Inn, 2 additional parcels adjacent to the study and areas southwest of the intersection of 23rd and Bell Streets.

This blight study is being brought back in front of the City Council due to the request of the two parties to have additional land included within the study. The study has been updated to include these two additional parcels.

The blight study looked at a number of factors as outlined in state statutes, more particularly the Community Development Act. The study meets at least one of the criteria established in state statutes for blighted conditions, along with a number of supporting criteria that contribute to blighted and substandard conditions in the area.

The planning commission recommended approval of this item at their June 16, 2014 meeting.

The blight and substandard study is within conformance with the comprehensive plan as well as state statutes.

City of Fremont

Blight and Substandard Determination
Study for Area Referred to as the

23rd and Bell

June 2, 2014

NORTHEAST NEBRASKA
Economic Development District
Progress Requires Direction



City of Fremont
23rd and Bell Street

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Executive Summary

The purpose of this study is to determine if all or part of the designated 23rd and Bell Street blight area has deteriorated and become substandard and blighted according to the Community Development Law established in Nebraska Statute 18-2102.

The findings of this study document that the 23rd and Bell Street area has met at least one of the criteria in the blighted and substandard categories; therefore, the area meets the requirements of the Community Development Law established in Nebraska Statute 18-210 to be declared to be blighted and substandard.

Community Development Law

18-2102. Community Development Law; purpose. It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, unsanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable lands uses. Such conditions or a combination of some or all of them have resulted and will continue to result in making such areas economic or social liabilities harmful to the social and economic well-being of the entire communities in which they exist, needlessly increasing public expenditures, imposing onerous municipal burdens, decreasing the tax base, reducing tax revenue, substantially impairing or arresting the sound growth of municipalities, aggravating traffic problems, substantially impairing or arresting the elimination of traffic hazards and the improvement of traffic facilities, and depreciating general community-wide values. The existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency, and for the maintenance of adequate police, fire, and accident protection and other public services and facilities. These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination.

18-2103(10). Substandard areas shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and over-crowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare.

18-2103(11). Blighted area shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe condition, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or contributes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use, and (b) in which there is at least one of the following conditions; (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) that the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred per cent of the village as blighted.

The Study Area:

The 23rd and Bell Street Blight area contains an estimated 219 acres located in northeast Fremont and shall be described as follows:

From the point of beginning at the west right of way of North Platte Ave and the southeast corner of Northside Block 17; thence continuing north along the west right of way of North Platte Avenue and continuing along the west property line of Lewis Addition Lots 1, 3, and 2 to the south property line of Rodamar Addition Replat 1 Lot 6; thence continuing west to the southwest corner of Rodamar Addition Replat 1 Lot 6; thence continuing north along the west property line of Rodamar Addition Replat 1 Lot 6 and Rodamar Addition Replat 1 Lot 2 to the northwest corner of Rodamar Addition Replat 1 Lot 2; thence continuing east along the north property line

of Rodamar Addition Replat 1 Lot 2 to the west right of way of North Yager Road/CR-46; thence continuing north along the west right of way of North Yager Road/CR-46 to the northeast corner of Rodmar Addition replat 1 Lot 7; thence continuing west along the north property line of Rodmar Addition replat 1 Lot 7 to the southeast corner of Fountain Springs Addition Lot 1 Block 2; thence continuing north along the east property line of Fountain Springs Addition Block 2 and Fountain Springs Addition Lot 1 to the north right of way of 29th Street; thence east along the north right of way of 29th Street to the southwest corner of Fountain Springs 2nd Lot 2; thence north along the west property line of Fountain Springs 2nd Lot 2 to the northwest corner of Fountain Springs 2nd Lot 2; thence continuing west along the north property line of Fountain Springs 2nd Lot 1 and Fountain Springs Addition Lot 1 Block 1 to the northwest corner of Fountain Springs Addition Lot 1 Block 1 and the east property line of Shalimar 6th Lot 1; thence continuing north along the east property line of east property line of Shalimar 6th Lot 1 until it intersects with the half section line of SE1/4 Section 11-Township 17-Range 8E; thence continuing along east along the half section line of the N1/2 SW1/4 Section 12-Township 17-Range 8E to the northeast corner of Fremont Technology Park Outlot B; thence continuing south along the east property line of Fremont Technology Park Outlot B to the southeast corner of Fremont Technology Park Outlot B; thence continuing west along the south property line of Fremont Technology Park to a point intersecting a line extending north from the west right of way of North Lincoln Avenue; thence continuing south along the west right of way of North Lincoln Avenue to the northeast corner of Lincoln Park Addition Lot 3; thence continuing west along the north property line of Lincoln Park Addition Lot 3 to the northwest corner of Lincoln Park Addition Lot 3; thence continuing south along the west property line of Lincoln Park Addition Lot 3 to the southwest corner of Lincoln Park Addition Lot 3; thence continuing west to the east boundary line of the W1/2 of SW1/4 of SW1/4 Section 12-Township 17-Range 8E; thence continuing south along the east boundary line of the W1/2 of SW1/4 of SW1/4 Section 12-Township 17-Range 8E to the north right of way of East 23rd Street; thence continuing east approximately 88 feet to a point intersecting a line extending north from the east right of way of North Clarmar Avenue; thence continuing south across 23rd Street and the east right of way of North Clarmar Avenue to the southwest corner of Fair Acres 5th Replat Lot 4; thence continuing west across North Clarmar Avenue and the south boundary of Fair Acres 2nd Addition Block 5 to the east right of way of North Yager Road; thence continuing south along the east right of way of North Yager Road to a point of intersection with the south right of way of East 19th Street; thence continuing west along the south right of way of East 19th Street to the point of beginning at the west right of way of N Platte Ave and the southeast corner of Northside Block 17.

See Exhibit 1 for map and list of properties in the 23rd and Bell Street Blight area.

Findings

Substandard Area Criteria-Documentation of Qualifying Conditions

1. Dilapidation or Deterioration

The results of the field survey conducted on November 13, 2013 determined that of the total buildings assessed, 124 of the 178 were given ratings of fair, poor or dilapidated based upon signs of deterioration to the structure. This accounts for 69.66% of the total properties in the redevelopment area. See Exhibit 2 for pictures of study area.

The Dilapidation or Deterioration factor has a strong presence throughout the redevelopment area.

2. Age or Obsolescence

An analysis of property records available from the Dodge County Assessor's office and online at <http://www.dodge.gisworkshop.com> was conducted to document the age of buildings within the study area. There were 143 buildings with an age listed. The average age of construction was 49.4 years, with 105 (73.4%) of the buildings over 40 years of age. See Exhibit 1 for age of properties table.

The Age or Obsolescence factor has a strong presence throughout the redevelopment area.

3. Inadequate provision for ventilation, light, air, sanitation, or open spaces.

A field analysis conducted on November 13, 2013 has determined that this factor does not have a strong presence throughout the redevelopment area.

4. Other conditions.

- a. High density of population or over-crowding;
- b. The existence of conditions which endanger life or property by fire and other causes;
- c. Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare.

A field analysis conducted on November 13, 2013 determined that this factor does not have a strong presence throughout the redevelopment area.

Blighted Criteria-Documentation of Qualifying Conditions

1. A substantial number of deteriorated or deteriorating structures.

A field analysis was conducted November 13, 2013 to determine if parcels within the redevelopment area have significant combination of deteriorating factors present. The field survey included a detailed evaluation of the exteriors of the structures.

During analysis, the buildings were given a condition rating. The building condition rating is based on the following criteria:

Dilapidated: In need of more than one major repair, for example, to the roof, foundation, windows, and/or siding, etc. Severe visible damage to the foundation automatically leads to a classification of dilapidated. These structures are usually considered to be beyond rehabilitation.

Poor: Had multiple visible signs of deterioration, especially to the windows, siding, roof, and porch. Asbestos shingles/siding automatically leads to a classification of poor. Could be rehabilitated, but substantial cost would be involved.

Fair: Usually had at least one or more visible signs of deterioration to the windows, siding, roof, etc. Not a significant amount of damage, but some work would be required to list the building for top dollar.

Average: Structure had no substantial signs of building deterioration. However, cosmetic flaws were visible, such as outdated fixtures or very minor paint damage. This would require very little to no cost to sell the building for top dollar.

Excellent: Structure shows absolutely no signs of deterioration. No cosmetic flaws were visible. Only a very small percentage of structures will fall into this category.

Building Condition	Excellent	Average	Fair	Poor	Dilapidated
Total: 178	0	54	84	33	7

Of the 178 properties (buildings) assessed, 124 were given ratings of fair, poor or dilapidated based upon signs of deterioration to the structure. This accounts for 69.66% of the total properties in the redevelopment area.

The study area does meet the criteria of a substantial number of deteriorated or deteriorating structures.

2. The existence of defective or inadequate street layout.

Development of vacant land within this study area has been inhibited by the lack of an established public street system. A 77 acre tract of agricultural land has been zoned as limited industrial. This parcel has development potential which would require the development of interior transportation infrastructure. Another 16.76 acre tract is currently zoned agricultural and

has development potential which would require the development of interior transportation infrastructure. See Exhibit 3 for undeveloped and vacant land map.

The study area does meet the existence of defective or inadequate street layout criteria of blighted.

3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

The lot layout is adequate for existing residential and commercial land uses. The vacant land tracts with development potential can be subdivided into appropriate sized lots to accommodate modern residential and commercial buildings.

The study area does not meet the faulty lot layout in relation to size, adequacy, accessibility or usefulness criteria of blighted.

4. Unsanitary or unsafe conditions.

The presence of deteriorated sidewalks and parking lots and absence of marked crosswalks in parking lots within the study area creates unsafe conditions for pedestrian and vehicle traffic. The area also contains seven dilapidated structures, including a former motel that most likely will be demolished as well as trailer houses. See Exhibit 2 for pictures of study area.

The study area does meet the unsanitary or unsafe conditions criteria.

5. Deterioration of site or other improvements.

The field survey evaluated the condition of site improvements. The property in the study area was determined to have 124 structures in deteriorating condition. The large retail parking lot northwest of 23rd and Bell Street showed signs of cracking and deterioration. See Exhibit 2 for pictures of study area.

The study area does meet the deterioration of site or other improvements criteria.

6. Diversity of ownership.

The study area consists primarily of many local residential, land, and business property owners. There are areas with vacant lots and agricultural land available for development. Therefore, property ownership is not a factor preventing development within the study area.

The study area does not meet the diversity of ownership criteria.

7. Tax or special delinquency exceeding the fair value of the land.

The Dodge County Assessor's office records did not reveal any excessive tax or special assessment.

The study area does not meet the tax or special delinquency criteria.

8. Defective or unusual conditions of title.

No defective or unusual conditions of title were identified.

The study area does not meet the defective or unusual conditions of title criteria.

9. Improper subdivision or obsolete platting.

The configuration of antiquated narrow lots, in both residential and commercial areas, can inhibit development. The established residential and commercial areas are acceptably platted for current land uses. Future land development must meet the City's subdivision guidelines.

The study area does not meet the faulty lot layout in relation to size, adequacy, and accessibility or usefulness criteria.

10. The existence of conditions that endanger life or property by fire and other causes.

Field analysis conducted on November 13, 2013 determined that there is not a predominance of conditions that endanger life or property by fire or other causes.

The study area does not meet the existence of conditions that endanger life or property by fire and other causes criteria.

11. Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

Field analysis conducted November 13, 2013 determined that there are not conditions present which would qualify the study area to meet this subjective qualifying condition.

The study area does not meet the existence of a combination of other factors which are detrimental to the public health, safety, morals, or welfare in its present condition and use.

12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exist;

i) Unemployment.

In October 2013, Dodge County and Fremont area had an unemployment rate of 3.7%. Nebraska had an unemployment rate of 3.5% and the United States had a rate of 7.3%.

The study area does not meet the criteria of at least 120% of the state or national average.

ii) Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least 40 years old.

There are 143 commercial and residential structures within the redevelopment area which have dates of construction listed at the Dodge County Assessor's office. The average age for the properties in the area is 49.4 years, with 105 (73.4%) of the buildings over 40 years of age. See Exhibit 1 for age of properties table.

The study area does meet the qualifying condition for average age.

iii) Unimproved land

The study area includes approximately 219 acres and of which less than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time.

The study area does not meet the criteria of unimproved land.

iv) Per capita income.

Per capita income data by census is not available for this specific area.

The study area does not meet the per capita income qualification.

v) Population.

Population has increased over the past two decennial censuses for the City of Fremont. The study area does not line up with a block group to show a smaller area.

- 1990 Census: community: population-23,680
- 2000 Census: community: population-25,174
- 2010 Census: community: population-26,397

The study area does not meet the criteria of decreasing population.

Conclusion

The purpose of this study is to determine if all or part of the designated study area is substandard and blighted. In order to make the determination of substandard and blighted, state statute establishes a series of criteria.

The Nebraska Community Development law identifies six factors substandard factors. A review of Dodge County Assessor's office property data and site inspection of the 23rd and Bell Street Blight area by Northeast Nebraska Economic Development District staff identified a presence of two substandard factors which have been met:

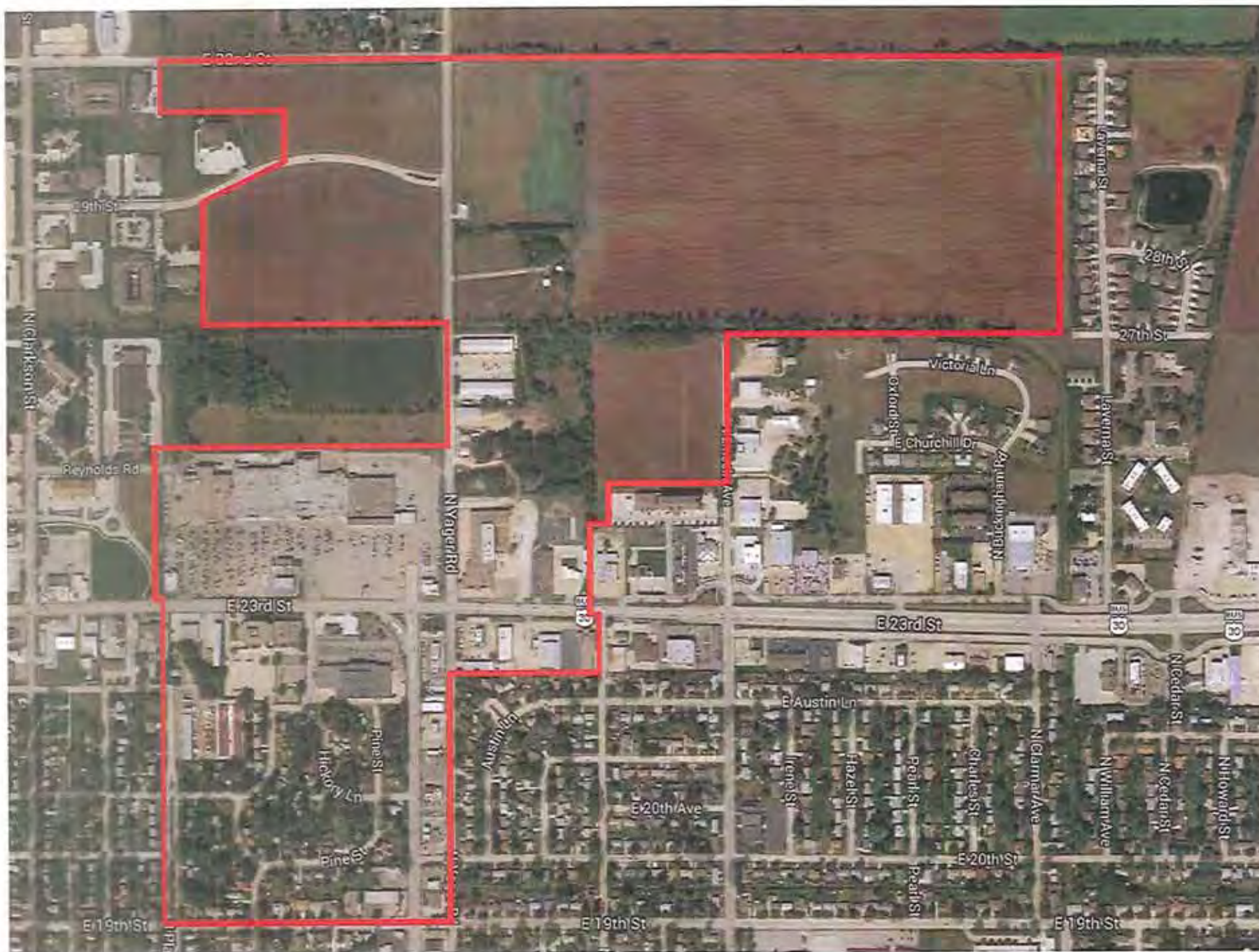
- 1) Dilapidation/deterioration
- 2) Age or obsolescence

The Nebraska Community Development law identifies sixteen blight factors. A review of Dodge County Assessor property data and site inspection of the 23rd and Bell Street Blight area by NENEDD staff identified a presence of five blight factors. If the area met at least one of the first eleven qualifying requirements, it would then be subject to review of item twelve in order to determine if the area meets at least one of the other five conditions required within the statute. In this instance, it has been determined that the following blighted criteria have been met:

- 1) A substantial number of deteriorated or deteriorating structures,
- 2) Existence of defective or inadequate street layout criteria,
- 4) Unsanitary or unsafe conditions,
- 5) Deterioration of site or other improvements,
- 12) (ii) Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least forty (40) years old.

Having met the substandard and blighted criteria as defined by section 18-2103 (10) and 18-2103 (11) of the Nebraska Community Development Law, this study has determined that the study area is both substandard and blighted under the provisions identified and the general plan as required.

23rd and Bell Redevelopment Area



Dodge County Property ID	Legal Description	Year	Age
270022295	FAIRACRES 2ND APPROX W185'N190' LOT 1 BLK 5	1985	28
270022302	FAIRACRES 2ND S64'W185' LOT 1 BLK 5	1976	37
270022302	FAIRACRES 2ND S64'W185' LOT 1 BLK 5	1976	37
270022309	FAIRACRES 2ND E100'W285' LOT 1 BLK 5	1979	34
270022309	FAIRACRES 2ND E100'W285' LOT 1 BLK 5	1979	34
270022316	FAIRACRES 2ND E45' LOT 1 & ALL LOT 2 BLK 5	1959	54
270022323	FAIRACRES 2ND LOT 3 BLK 5	1956	57
270022323	FAIRACRES 2ND LOT 3 BLK 5	1998	15
270022323	FAIRACRES 2ND LOT 3 BLK 5	1998	15
270022323	FAIRACRES 2ND LOT 3 BLK 5	2002	11
270023331	FAIRLAWN E17' LOTS 1-3 BLK 3 & W43' VAC PEBBLE ST	1995	18
270023345	FAIRLAWN MID 57' LOTS 4-6 BLK 3	1890	123
270023359	FAIRLAWN W50' LOTS 4-6 BLK 3	1900	113
270023373	FAIRLAWN PT LOTS 2-5 BLK 4	1965	48
270023394	FAIRLAWN W55'S78.7' LOTS 4 & 5 BLK 4	1955	58
270024360	FAIRVIEW LOT 1 BLK 1	1952	61
270024367	FAIRVIEW LOT 2 BLK 1	1952	61
270024388	FAIRVIEW LOT 5 BLK 1	1952	61
270024472	FAIRVIEW LOT 5 BLK 2	1952	61
270024507	FAIRVIEW LOT 3 BLK 3	1952	61
270024521	FAIRVIEW LOT 5 BLK 3	1952	61
270024528	FAIRVIEW LOT 6 BLK 3	Land	
270024535	FAIRVIEW LOT 7 BLK 3	Land	
270024549	FAIRVIEW LOT 9 BLK 3	1952	61
270024556	FAIRVIEW LOT 10 BLK 3	1955	58
270024584	FAIRVIEW LOT 2 BLK 4	1955	58
270024612	FAIRVIEW LOT 6 BLK 4	1955	58
270024619	FAIRVIEW LOT 7 BLK 4	1955	58
270024640	FAIRVIEW LOT 10 BLK 4	1955	58
270024647	FAIRVIEW LOT 11 BLK 4	1955	58
270024654	FAIRVIEW LOT 12 BLK 4	1955	58
270024661	FAIRVIEW LOT 13 BLK 4	1955	58
270024668	FAIRVIEW LOT 14 BLK 4	2006	7
270024682	FAIRVIEW PT LOT 15, ALL LOT 16 BLK 4	1952	61
270024696	FAIRVIEW LOT 18 BLK 4	1952	61
270024710	FAIRVIEW LOT 20 BLK 4	1952	61
270024794	FAIRVIEW LOT 1 BLK 5	Land	
270024829	FAIRVIEW N1' LOT 6, ALL LOT 7 BLK 5	1955	58
270024857	FAIRVIEW LOT 2 BLK 6	1955	58
270024864	FAIRVIEW LOT 3 BLK 6	1955	58
270024892	FAIRVIEW LOT 7 BLK 6	1955	58
270024906	FAIRVIEW LOT 9 BLK 6	1955	58
270024913	FAIRVIEW LOT 10 BLK 6	1955	58
270024927	FAIRVIEW LOT 12 BLK 6	1955	58
270032375	HINKY DINKY ADD EXC HWY ROW~	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51

270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270054656	RODAMAR ADD REPLAT 1 LOT 1	1962	51
270040005	LEWIS ADD LOT 2	1981	32
270040012	LEWIS ADD LOT 3	1963	50
270040012	LEWIS ADD LOT 3	1997	16
270040012	LEWIS ADD LOT 3	1997	16
270040033	LEWIS ADD LOTS 4,5 & 6	1997	16
270040040	LEWIS ADD LOT 7	1951	62
270040040	LEWIS ADD LOT 7	1951	62
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1970	43
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1994	19
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1994	19
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1997	16
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1970	43
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1999	14
270061201	TL 10-12,33 & PARK-WENDERSKI ADD 4.05A 12 17 8	1970	43
270061215	TL 85 .55A 12 17 8	1985	28
270061215	TL 85 .55A 12 17 8	1985	28
270061229	TL 87 .93A 12 17 8	1979	34
270061467	PARCEL A .75 14 17 8 EXC HWY ROW (NE1/4NE1/4)	2008	5
270061565	TL 33 & 34 .71A 14 17 8 EXC HWY ROW	1977	36
270136581	TL 32 .42A 14 17 8	1971	42
270136581	TL 32 .42A 14 17 8	2010	3
270137500	PARCEL B .31A 14 17 8 (NE1/4NE1/4)	1979	34
270137500	PARCEL B .31A 14 17 8 (NE1/4NE1/4)	1950	63
270138701	RODAMAR ADD REPLAT 1 LOT 2	2004	9
270138701	RODAMAR ADD REPLAT 1 LOT 2	2004	9
270138703	RODAMAR ADD REPLAT 1 LOT 4	Land	
270138703	RODAMAR ADD REPLAT 1 LOT 4	Land	
270022295	FAIRACRES 2ND APPROX W185'N190' LOT 1 BLK 5	1985	28
270022309	FAIRACRES 2ND E100'W285' LOT 1 BLK 5	1979	34
270022316	FAIRACRES 2ND E45' LOT 1 & ALL LOT 2 BLK 5	1959	54
270022323	FAIRACRES 2ND LOT 3 BLK 5	1956	57
270022302	FAIRACRES 2ND S64'W185' LOT 1 BLK 5	1976	37
270023380	FAIRLAWN E103.5'S25' LOT 2 E103.5' LOT 3 BLK 4	1963	50
270023387	FAIRLAWN E45' LOT 4, E45' LOT 5, & S15.7' LOT 6 BLK 4	1956	57
270023352	FAIRLAWN E50' LOTS 4-6 BLK 3	1950	63
270023303	FAIRLAWN LOT 1 EXC E25'W20', LOTS 2 & 3 BLK 1 EXC HWY ROW	1997	16
270023366	FAIRLAWN LOT 1, PT LOTS 2,5 & 6 BLK 4	1867	146
270023310	FAIRLAWN LOTS 1-6 & E23' PEBBLE ST BLK 2 EXC HWY ROW	2000	13
270023401	FAIRLAWN PT LOT 5 & W100' LOT 6 BLK 4	1952	61
270023338	FAIRLAWN W70' LOTS 1-3 BLK 3	1975	38
270023324	FAIRLAWN W70'E87' LOTS 1-3 BLK 3	1977	36
270024444	FAIRVIEW LOT 1 BLK 2	1952	61
270024493	FAIRVIEW LOT 1 BLK 3	1952	61
270024850	FAIRVIEW LOT 1 BLK 6	1955	58
270024423	FAIRVIEW LOT 10 BLK 1	1952	61
270024430	FAIRVIEW LOT 11 BLK 1	1952	61
270024563	FAIRVIEW LOT 11 BLK 3	1955	58
270024920	FAIRVIEW LOT 11 BLK 6	1955	58
270024437	FAIRVIEW LOT 12 BLK 1	1950	63
270024570	FAIRVIEW LOT 12 BLK 3	1952	61
270024689	FAIRVIEW LOT 17 BLK 4	1952	61
270024703	FAIRVIEW LOT 19 BLK 4	1952	61

270024451	FAIRVIEW LOT 2 BLK 2	1952	61
270024500	FAIRVIEW LOT 2 BLK 3	1952	61
270024738	FAIRVIEW LOT 24 BLK 4	1952	61
270024752	FAIRVIEW LOT 26 BLK 4	1952	61
270024759	FAIRVIEW LOT 27 BLK 4	1952	61
270024773	FAIRVIEW LOT 29 BLK 4	1952	61
270024374	FAIRVIEW LOT 3 BLK 1	1952	61
270024458	FAIRVIEW LOT 3 BLK 2	1952	61
270024591	FAIRVIEW LOT 3 BLK 4	1955	58
270024801	FAIRVIEW LOT 3 BLK 5	1955	58
270024381	FAIRVIEW LOT 4 BLK 1	1952	61
270024465	FAIRVIEW LOT 4 BLK 2	1952	61
270024514	FAIRVIEW LOT 4 BLK 3	1952	61
270024598	FAIRVIEW LOT 4 BLK 4	1955	58
270024871	FAIRVIEW LOT 4 BLK 6	1955	58
270024605	FAIRVIEW LOT 5 BLK 4	1955	58
270024878	FAIRVIEW LOT 5 BLK 6	1955	58
270024395	FAIRVIEW LOT 6 BLK 1	1952	61
270024479	FAIRVIEW LOT 6 BLK 2	1952	61
270024885	FAIRVIEW LOT 6 BLK 6	1955	58
270024402	FAIRVIEW LOT 7 BLK 1	1952	61
270024486	FAIRVIEW LOT 7 BLK 2	Land	
270024409	FAIRVIEW LOT 8 BLK 1	1952	61
270024542	FAIRVIEW LOT 8 BLK 3	1952	61
270024626	FAIRVIEW LOT 8 BLK 4	1955	58
270024836	FAIRVIEW LOT 8 BLK 5	1955	58
270024899	FAIRVIEW LOT 8 BLK 6	1961	52
270024416	FAIRVIEW LOT 9 BLK 1	1955	58
270024633	FAIRVIEW LOT 9 BLK 4	1955	58
270024843	FAIRVIEW LOTS 9 & 10 BLK 5	1955	58
270024675	FAIRVIEW PT LOT 15 BLK 4	1955	58
270024815	FAIRVIEW PT LOTS 4 & 5 BLK 5	1957	56
270024822	FAIRVIEW S59' LOT 6 BLK 5	1956	57
270032375	HINKY DINKY ADD EXC HWY ROW--	1962	51
270040005	LEWIS ADD LOT 2	1981	32
270040033	LEWIS ADD LOTS 4,5 & 6	1984	29
270061467	PARCEL A .75 14 17 8 EXC HWY ROW (NE1/4NE1/4)	2008	5
270054663	RODAMAR ADD REPLAT 1 LOT 5	1971	42
270054670	RODAMAR ADD REPLAT 1 LOT 6	1967	46
270101899	TL 34 .57A 12 17 8	Land	
270101871	TL 4 2.5A 12 17 8	1997	16
270101843	TL 5 1.45A 12 17 8	1960	53
270101878	TL 55 & 84 1.20A 12 17 8	Land	
270061208	TL 6 1.77A 12 17 8	1960	53
270101892	TL 7 5.7A 12 17 8	1950	63
270101885	TL 86 .13A 12 17 8	Land	
270129150	Fremont Technology Park Outlots A & B 80.65A	Land	
270105161	D SCHROEDERS SUB TL 145 6.15A	1900	113
270101892	TL 7 5.7A 12 17 8	Land	
270137540	TL 147 10.69A 12 17 8	Land	
270137541	TL 113 .63A 12 17 8	Land	
270138404	FOUNTAIN SPRINGS ADD LOT 2 BLK 2	Land	
270101787	PT TL 51 16.76A 11 17 8	Land	
270138657	FOUNTAIN SPRINGS 2ND LOT 2	Land	
270138658	FOUNTAIN SPRINGS 2ND LOT 3	Land	

270101787	PT TL 51 16.76A 11 17 8	Land	
270138667	FOUNTAIN SPRINGS 3RD LOT 1	Land	
270138668	FOUNTAIN SPRINGS 3RD LOT 2	Land	
		1963	49.4
	Average	Year	Age

Fremont - "23rd and Bell" Redevelopment Area



- Dilapidated structure

- Debris



Fremont - "23rd and Bell" Redevelopment Area



- Dilapidated structure
- Asbestos hazard



Fremont - "23rd and Bell" Redevelopment Area



- Deteriorating structure
- Missing panels



- Outdated/broken window



Fremont - "23rd and Bell" Redevelopment Area



- Peeling paint
- Deteriorating structure

- Skewed door
- Insufficient step



Fremont - "23rd and Bell" Redevelopment Area



- Outdated/broken window



- Deteriorating structure



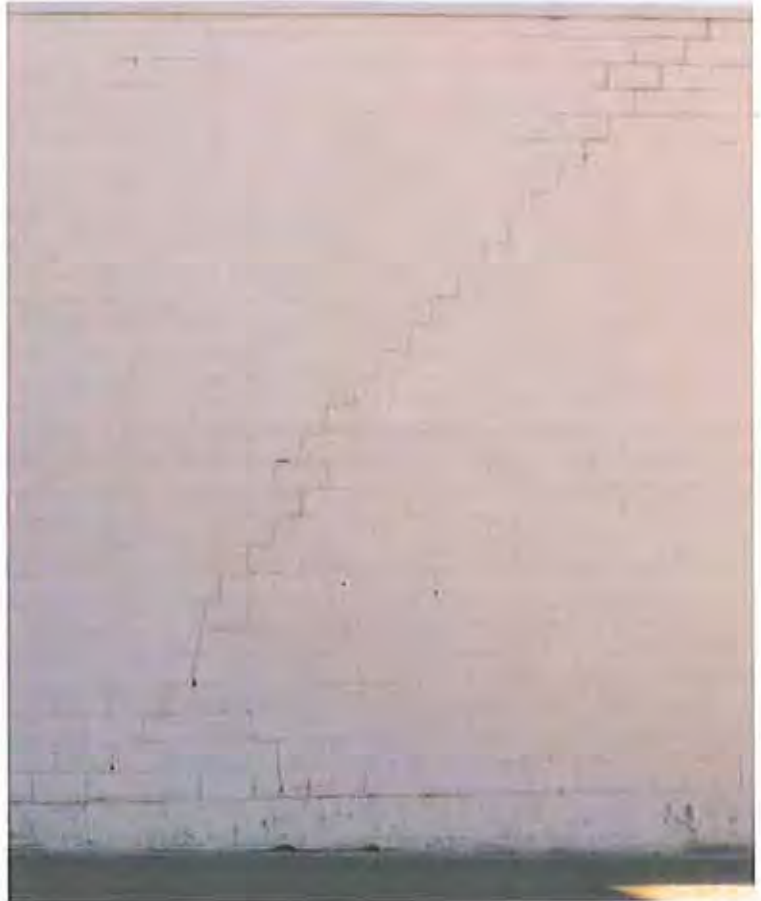
- Insufficient drainage



- Gully

Fremont - "23rd and Bell" Redevelopment Area

- Cracked exterior wall



- Fallen stop sign



- Missing step



- Outdated windows



Fremont - "23rd and Bell" Redevelopment Area



- Deteriorating structure - paint and siding



- Insufficient drainage

Fremont - "23rd and Bell" Redevelopment Area



- Cracked/deteriorating pavement



Fremont - "23rd and Bell" Redevelopment Area



- Incomplete sidewalk



- Unpaved driveway



- Cracked pavement



- Damaged barrier

Fremont - “23rd and Bell” Redevelopment Area



- Undeveloped land

Undeveloped / Inadequate Street Layout



STAFF REPORT

TO: Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: 20 June 2014

SUBJECT: Council designation of blighted and substandard conditions at the intersection of 23rd and Bell.

Recommendation: Move to approve Resolution

Background: Deferral of the study back to the planning commission for additional consideration. Planning Commission approved designation on June 16, 2014

The blight and substandard study is within conformance with the comprehensive plan as well as state statutes.

#5

RESOLUTION NO. 2014-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, MAKING RECOMMENDATIONS WITH RESPECT TO THE BLIGHT AND SUBSTANDARD STUDY FOR THE AREA SURROUNDING THE INTERSECTION OF 23RD AND BELL STREETS PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

WHEREAS, the Mayor and City Council of the City of Fremont, Nebraska (the "City") by its Ordinance created the Community Development Agency of the City of Fremont, Nebraska (the "Agency") pursuant to Section 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act;

WHEREAS, the City has received a study to determine whether an area within the city should be declared blighted and substandard under the Act for purposes of review and recommendation pursuant to Section 18-2109 of the Act;

WHEREAS, the City has attached a legal description of the area, which is included in the study;

WHEREAS, On June 16, 2014 the Planning Commission has reviewed and recommends the area be declared blighted and substandard pursuant to the provisions of Section 18-2109 of the Act;

WHEREAS, The City has determined that multiple factors exist that allow the area to be declared blighted and substandard under the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

RESOLVED, that the City Council hereby makes the following findings with respect to the 23RD and Bell Area Study with regard to a declaration of Blight and Substandard Conditions:

1. The City Council has reviewed the Study as to its conformity with the general plan for the development of the City as a whole; and
2. The City Council confirms that the area proposed in the Study meets the definition of blighted and substandard as set forth in the Act.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC, Deputy City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: 20 June 2014

SUBJECT: Council public hearing on the designation of blighted and substandard conditions along Morningside Business Park.

Recommendation: 1) Open public hearing; 2) receive public testimony; 3) Close public hearing

Background: This blight study is for an area that encompasses the area along Morningside Road from Bell Street west to US Highway 275.

This blight study is being brought back in front of the City Council due to the request of the City Council to have the Planning Commission reconsider the blight study with specific reference to the legality of blighting and area outside of the city limits. It was their determination that blighting an area outside of the city limits is permissible when necessary to blight an area adjoining that is within the city limits.

The blight study looked at a number of factors as outlined in state statutes, more particularly the Community Development Act. The study meets at least one of the criteria established in state statutes for blighted conditions, along with a number of supporting criteria that contribute to blighted and substandard conditions in the area. The study was initiated by the Greater Fremont Development Council, and has been submitted to the City for review.

Declaring the study area blighted and substandard will allow areas that are already within the municipal boundary to be eligible for redevelopment projects using Tax Increment Financing.

The planning commission recommended approval of this item at their June 16, 2014 meeting.

The blight and substandard study is within conformance with the comprehensive plan as well as state statutes.

Fremont

Blight and Substandard Determination
Study for Area Referred to as
Morningside

May 25, 2012



Morningside Blight & Substandard Study

Fremont, Nebraska

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Executive Summary

The purpose of this Study is to determine if all or part of the designated study area has deteriorated and become substandard and blighted according to the Community Development Law established in Nebraska Statute 18-2102.

Community Development Law

18-2102. Community Development Law; purpose. It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, unsanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable lands uses. Such conditions or a combination of some or all of them have resulted and will continue to result in making such areas economic or social liabilities harmful to the social and economic well-being of the entire communities in which they exist, needlessly increasing public expenditures, imposing onerous municipal burdens, decreasing the tax base, reducing tax revenue, substantially impairing or arresting the sound growth of municipalities, aggravating traffic problems, substantially impairing or arresting the elimination of traffic hazards and the improvement of traffic facilities, and depreciating general community-wide values. The existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency, and for the maintenance of adequate police, fire, and accident protection and other public services and facilities. These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination.

18-2103(10). Substandard areas shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare.

18-2103(11). Blighted area shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe condition, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or contributes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use, and (b) in which there is at least one of the following conditions; (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) that the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

Objective Criteria

State statute establishes a series of five quantitative or "objective" criteria. An area must meet at least one of these initial criteria.

- ***Underemployment.*** The qualifying condition is an unemployment rate in the designated area that is at least 120% of the state or national average. Block group data from the 2000 Census, as well as subsequent geographic area studies available through the Nebraska Department of Labor, were utilized to determine qualifying areas under this standard.
- ***Average age of residential or commercial units in the area.*** The qualifying condition is an average age that is at least forty (40) years old.
- ***Per capita income.*** The qualifying condition is a per capita income for the area that is lower than the average per capita income of the municipality in which the area is designated. Block group data from the 2000 Census was utilized to indicate the presence of this criterion.
- ***Population.*** The qualifying condition is that the area has had either stable or decreasing population based on the last two decennial censuses. Block group data from 2000 and 2010 was examined to indicate the presence of this criterion.

- *Unimproved land.* Compliance with this standard involved examining the corporate limits and defining areas within those limits which remain unimproved. The qualification is if more than half of the plotted and subdivided property in the area has been within the city for forty years and has remained unimproved during that time.

Subjective Criteria

If an area met one of the objective qualifying requirements, it would then be subject to further review under the "Subjective Criteria" section of the statute. If one or more of these qualifiers was met, the area in question was determined to be "blighted and substandard." The subjective criteria include the following:

- A substantial number of deteriorated or deteriorating structures,
- The existence of defective or inadequate street layout,
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness,
- Unsanitary or unsafe conditions,
- Deterioration of site or other improvements,
- Diversity of ownership,
- Tax or special delinquency exceeding the fair value of the land,
- Defective or unusual conditions of title,
- Improper subdivision or obsolete platting,
- The existence of conditions which endanger life or property by fire and other causes, or
- Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

Study Area:

The findings of this blight study are based on analysis conducted for a location referred to as the "Morningside", a track of land described as follows: From the Point of Beginning at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123; thence east along the south edge of the Union Pacific Rail Road right of way to the north west corner of Missouri Valley Land Company Lot 11 Section 24 Township 17 Range 8; thence south to the southwest corner of Missouri Valley Land Company Lot 11, Section 24 Township 17 Range 8; thence east along a line parallel to Morningside Road to South Johnson Road; thence north on South Johnson Road to the northwest corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17 Range 9; thence northeast along south edge of the Union Pacific Railroad right of way to the northeast corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17, Range 9; thence south along the west right of way of Nebraska Department of Roads Highway 275 right of way to the Morningside Road right of way; thence west along Morningside Road to the intersection of Old Highway 8 and Morningside Road; thence southeast to the southeast corner of Tax Lot 21 Section 25 Township 17 Range 8; thence west along a line parallel to Morningside Road to Jones Street; thence south along Jones Street to the southeast corner of Rail Road Subdivision Part Lots 1 & 2 Tax Lot 77 Section 25 Township 17 Range 8; thence northwest along the Highway 275 right of way; concluding at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123.

See Exhibit 1 for map.

Findings

Documentation of Qualifying Conditions – Objective Criteria

1) Unemployment.

Dodge County had an unemployment rate of 5.1% in February 2012, the most recent release data. NE had an unemployment rate of 4.6% and the U.S. A. had a rate of 8.3%.

The Study Area does not meet the criteria of at least 120% of the state or national average.

2) Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least (40) years old.

There are 32 building structures within the redevelopment area which have dates of construction listed at the County Assessors' offices. The majority (56.3%) of the properties are over 40 years of age and the median age for the properties in the area is 50.41 years. There are also 37 building structures in the area that did not have dates of construction listed including commercial properties, with no verifiable date of construction is on file. Those dates were not listed in developing the average age of 50.41 years. There were also 13 parcels of land which had no buildings also not included in this portion of the study, and were not used to meet the overall blight and substandard requirement. See Exhibit 2 for table.

The Study Area does meet the qualifying condition for average age.

3) Per capita income.

Per capita income data by 2001 Census block group not available for this specific area.

The Study Area does not meet the per capita income qualification.

4) Population.

Population has increased over the past two decennial censuses for the City of Fremont. However, the Study Area does not line up with a block group to show a smaller area.

- *Fremont*
 - 1990 Census: community: 23,680
 - 2000 Census: community: 25,174
 - 2010 Census: community: 26,397
- Study Area

The Study Area does not meet the criteria of decreasing population.

5) Unimproved land

A majority of the Study Area is currently outside of the City limits. A portion of the study area was incorporated into City within the past 40 years and is undeveloped with the exception of City Utility Department facilities and the Dodge County Humane Society Building.

The Study Area does not meet the criteria of 50% unimproved land.

As a result of meeting at least one of the objective criteria, the Redevelopment Area is subject to further review under the "Subjective Criteria" section of the statute.

Documentation of Qualifying Conditions – Subjective Criteria

1) A substantial number of deteriorated or deteriorating structures.

The results of the Study conclude there are a substantial number of deteriorating structures in the Redevelopment Area. The inadequate provisions for ventilation, light, or sanitation are evidenced in Exhibit 3, pictures.

Field analysis conducted on April 4, 2012 and April 11, 2012 determined that notable parcels within the Redevelopment Area have significant combination of deteriorating factors present. The field survey included a detailed evaluation of the exterior structure. Seven of the buildings surveyed demonstrated severe effects of deterioration, including dilapidated roofing, windows, siding, foundations and porches. Twenty-eight additional properties were deteriorating and rated as poor. Most of the buildings were in a fair condition with slight deterioration.

During analysis, the buildings were giving a condition rating. The building conditions ratings were based on the following criteria:

Dilapidated: In need of more than one major repair, for example, to the roof, foundation, windows, and/or siding, etc. Severe visible damage to the foundation automatically leads to a classification of dilapidated. These structures are usually considered to be beyond rehabilitation.

Poor: Had visible signs of deterioration, especially to the windows, siding, roof, and porch. Asbestos shingles/siding automatically leads to a classification of poor. Includes visual damage such as rust and dents to pre-fabricated metal buildings. These structures could be rehabilitated, but substantial cost would be involved.

Fair: Usually had one sign visible of deterioration to the windows, siding, roof, etc. Not a significant amount of damage, but some work would be required to list the building for top dollar.

Good: Building had no substantial signs of deterioration. However, cosmetic flaws were visible, such as outdated fixtures or very minor paint damage. These structures would require very little to no cost to sell the home for top dollar.

Excellent: Home shows absolutely no signs of deterioration. No cosmetic flaws were visible. Only a very small percentage of any community will fall into this category.

Building Condition	Excellent	Good	Fair	Poor	Dilapidated	Vacant lots
Total: 70 Buildings	2	16	25	23	4	12
4 of 70 buildings (5.71%) rated "Dilapidated"						
23 of 70 buildings (32.86%) rated "Poor"						
27 of 70 buildings (38.57%) rated "Poor" or "Dilapidated"						

Of the total properties (buildings) assessed, 27 of the 70 were given ratings of poor or dilapidated. This accounts for 38.57% of the total properties in the redevelopment area. There were an additional 12 lots which did not have a building and those were not counted in the total count of 70 buildings.

The Study Area does meet the criteria of a substantial number of deteriorated or deteriorating structures.

- 2) The existence of defective or inadequate street layout.

The Study Area consists of a rectilinear street grid. The streets on the eastern 1/2 of the study area are on a larger scale, but are still rectilinear layout. The northern boundary along the railroad tract does not have road access.

The Study area does not meet the existence of defective or inadequate street layout criteria of blighted.

- 3) Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

Zoning and use is also a challenge. Out of the forty-one properties only nineteen have the same current land use and zoning classifications. Eleven are single family use and are zoned as industrial or agricultural. The last is the most obvious barrier and can pose a barrier to the homeowner if they ever want to rebuild. This also shows that out of the forty-one properties, nine are not currently zoned for any specific zoning category. These properties must be zoned to enable future development of the area.

Current Land Use						
Current Zoning Classification		Industrial	Single Family	Agricultural	Commercial	Exempt (Agricultural Land)
	Industrial	11	<u>6*</u>	<u>1*</u>	<u>1*</u>	
	Single Family		6			
	Agricultural		<u>5*</u>	2		
	Commercial					
	Not Zoned					<u>9*</u>

**Incompatible current land use and zoning classification.*

The Study Area does meet the faulty lot layout in relation to size, adequacy, accessibility or usefulness criteria of blighted.

4) Unsanitary or unsafe conditions.

The Study Area inspection revealed that unsafe conditions exist. Due to the ages of the structures in question, health and safety issues are present that pose a threat to individuals that utilize the area.

- Based simply on the age of the properties in the Study Area, structural integrity, out-of-date wiring, ineffectual plumbing, outdated bathroom facilities, deficient air and heating capabilities, and improper exits/entrances (i.e., window/door escapes) are present.
- Inadequate and aging structures in the Study Area contain foundation, floor structure; doors/windows/fire escapes (egress/ingress) flaws. These basic building elements constitute an economic or social liability and are detrimental to public health, safety and welfare in their present condition.
- The age of the properties is also indicative of having lead based paint present. The very young, in particular, are very susceptible to the safety issues caused by lead based paint.

In addition to inadequate structures are deteriorated streets throughout the study area. The study area does not have sidewalks along any streets and the streets are without curb and gutter.

Miscellaneous areas of tall weed growth, unsafe vacant lots and the outdoor storage of junk and chemicals also exist and pose harmful risks for residents and development of the study area. Five of the seventeen residential lots in the area had significant amounts of accumulated debris, old barrels, wood piles, and abandoned vehicles. Seven of twelve business lots had significant accumulations of tires, old barrels, and abandoned vehicles. The study also identified items such as tires which left out can hold water which creates mosquito breeding grounds.

The heavy soil types and flat topography of the area contributes to surface water drainage in the study area. The land slope is often less than 0.4% and contributes to water standing in fields, parking lots, and drainage ditches. The drainage ditch on the northeast side of 1st Street often contains standing water due to sedimentation from storm-water runoff from croplands and unpaved parking lots. Inadequate drainage can cause stagnant water which creates mosquito breeding grounds.

Vehicle and pedestrian traffic has access to only two crossing over the rail road tracks, which are lacking up to date warning lights and cross arms. Old Highway 8 and South Downing Street end at the rail road right of way with very minimal street barriers and warning signs.

The Study Area does meet the unsanitary or unsafe conditions criteria.

5) Deterioration of site or other improvements.

The field survey evaluated the condition of site improvements, including streets, road shoulders, curbs and gutters, sidewalks, off street parking, fences and site drainage. Many of the properties in the Study Area have inadequate sidewalks. There are no sidewalks, curbs, or gutters in the study area. The paved roads which lack an adequate shoulder for the large semi-truck traffic. There was evidence of trucks tires leaving the paved surface while turning at intersections, curves, and business entrances. Gravel roads account of 31% of paved roads in poor condition for 4.15% area's transportation infrastructure.

	paved-good	paved-poor	gravel
Morningside	10000		
Luther	1360		
Old Hwy 8 (south)	360		
Old Hwy 8 (north)		750	
Downing			750
South 1st St			3020
Johnson Rd			1850
18090	11720	750	5620
	64.79%	4.15%	31.07%

The recent annexation and extension of utilities to a commercial development to the south-east of the study area has improved access to water, sewer, natural gas, and electricity to the areas adjacent to Morningside Road and First Street.

The Study Area does meet the deterioration of site or other improvements criteria.

6) Diversity of ownership.

Based on available property records, land in the Study Area is owned by numerous individuals or entities. Records show 28 different property owners. In addition, two of these owners live out of town, one (1) of those out of State. Based on the difficulty of assembling multiple ownerships for contemporary development, the high number of property owners in the study area is seen as a detriment to new development.

The Study Area does meet the diversity of ownership criteria.

- 7) Tax or special delinquency exceeding the fair value of the land.

The Dodge County records did not reveal any excessive tax or special assessment.

The Study Area does not meet the tax or special delinquency criteria.

- 8) Defective or unusual conditions of title.

No defective or unusual conditions of title were identified.

The Study Area does not meet the defective or unusual conditions of title criteria.

- 9) Improper subdivision or obsolete platting.

The configuration of lots not being platted or zoned correctly can inhibit development in the Study Area.

Out of the properties, one (1) property has a use of commercial and are zoned as industrial, five (5) are single family use and are zoned as agricultural, and six (5) are single family use and zoned as industrial. The last is the most obvious barrier and can pose a barrier to the homeowner if s/he ever wants to rebuild. This also show that out of the forty-one (41) properties, thirteen (13) are used for purposed other than their listed zoning and nine (9) are not zoned, which can also pose a barrier to redevelopment of the site.

The Study Area does meet the faulty lot layout in relation to size, adequacy, accessibility and/or usefulness criteria.

- 10) The existence of conditions that endanger life or property by fire and other causes.

The average age of the structures in the Redevelopment Area is 50.41 years old. The existence of aged flammable materials, deteriorating electrical systems, and faulty heating systems increases the potential threat of fire. Inadequate roofing and old wiring can also provide for dangerous conditions.

The field survey also identified various amounts of combustible items stored within sight of public right-of-ways, near or against walls of the primary or secondary structures creating a substantial fire hazard. The study also identified items such as tires which left out can hold water which creates mosquito breeding grounds.

Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and is detrimental to the public health, safety morals or welfare.

The Study Area does meet the existence of conditions that endanger life or property by fire and other causes criteria.

Conclusion

The purpose of this study is to determine if all or part of the designated Study Area is substandard and blighted. In order to make the determination of substandard and blighted, State statute establishes a series of five quantitative or "objective" criteria that the area must meet at least one of these initial criteria. In this instance, it has been determined that the "objective" criteria of the following have been met:

- Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least (40) years old.

If an area met one of the objective qualifying requirements, it would then be subject to further review under the "Subjective Criteria" section of the statute. In this instance, it has been determined that the "subjective criteria" of the following have been met:

- A substantial number of deteriorated or deteriorating structures.
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements.
- Diversity of ownership.
- Improper subdivision or obsolete platting.
- The existence of conditions that endanger life or property by fire and other causes.

Having met both objective and subjective criteria of substandard and blighted as defined by section 18-2103 (10) and 18-2103 (11) of the Nebraska Community Development Law, this study has determined that the Study Area is both substandard and blighted under the provisions identified and the general plan as required.

Exhibit 1

Maps

Morningside Blight & Substandard Area



SITE UTILITIES AND PLATTING FREMONT, NE

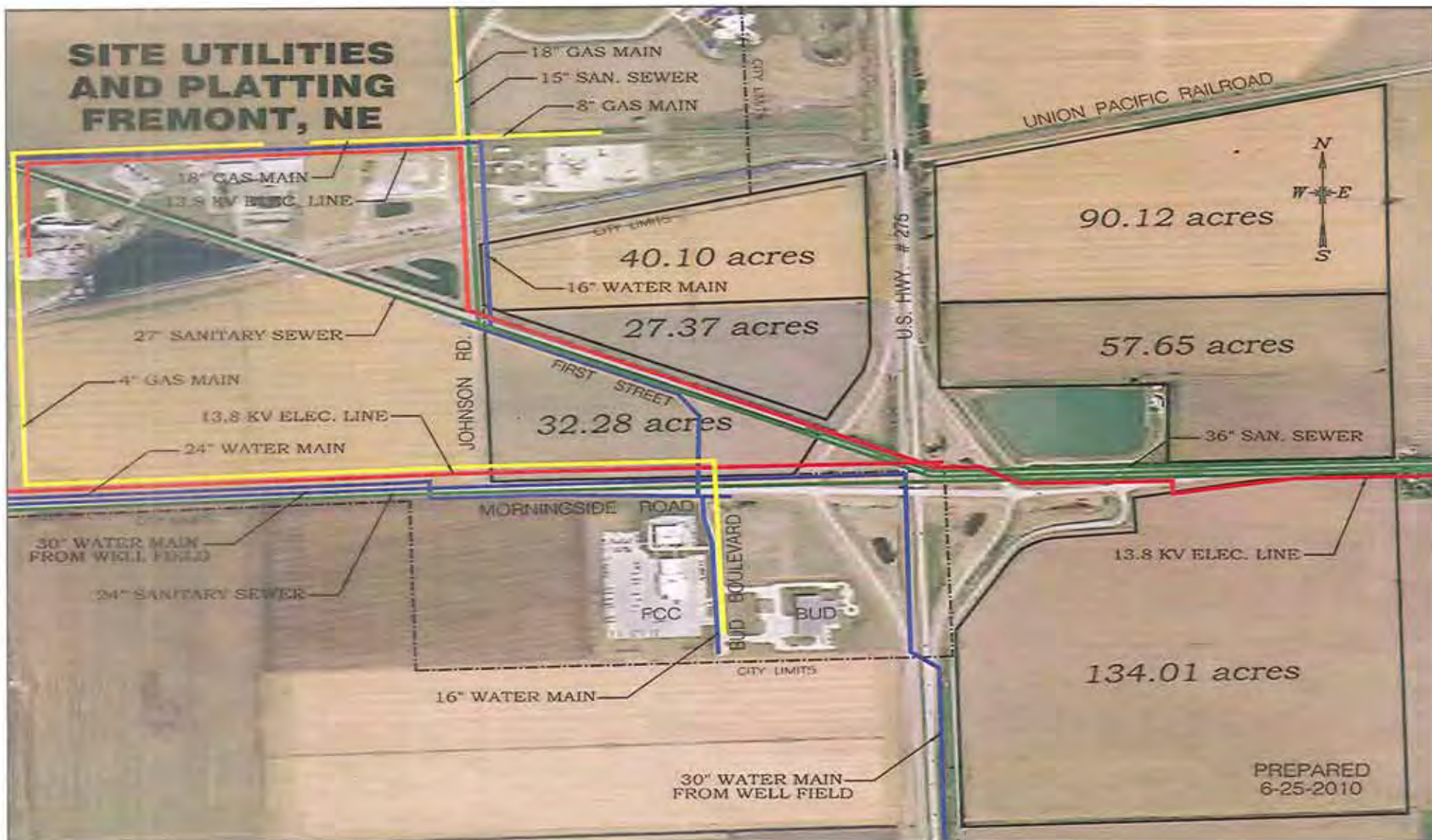


Exhibit 2
Property And
Dates of Construction

South Area - Morningside

Physical Address	Physical Occupant	Mailing Address	City/State/Zip	Owner	Owners Address	Year Built	Age	Use	Zoning	Legal Description	Parcel Number
757 S Luther Road	Dodge County Humane Society	400 E Military	Fremont, NE 68025	City of Fremont	same			11 Exempt	07 Other	Missouri Valley Land Co Sub Lot 14 7.85A 24 17 8	270044303
1720 Old Highway 8	Nathan Thorington/rental house	P O Box 676	Fremont, NE 68026-0676	Donald J & Connie R Marht	980 Co Rd W 5-121 Fremont, NE 68025	1950	62	01 Single Family	04 Industrial	Iowa RR Land Co TL 78 1A	270103803
	Detached garage					1950	62				
1749 Old Highway 8	Richard Waage	1749 Old Highway 8	Fremont, NE 68025- 8609	Richard Waage	same	1950	62	01 Single Family	04 Industrial	Iowa RR Land Co TL 102 .13A 24 17 8	270103817
1804 Old Highway 8	Colt Weltikol/house	1804 Old Highway 8	Fremont, NE 68025-8608	Donald Mahrt	980 Co Rd W 5-121 Fremont, NE 68025	1910	102	01 Single Family	01 Single Family	Iowa RR Land Co TL 77, 138 & 139 7.45A 24 17 8	270137734
1886 Old Highway 8	Thomas/Virginia Wells	1886 Old Hwy 8	Fremont, NE 68025	Thomas/Virginia Wells	same	1952	60	01 Single Family	04 Industrial	TL 61 .88A 25 17 8	270102641
585 S Downing	Frank Vecchi	588 S Downing	Fremont, NE 68025	Charlene Vecchi	Same	1910	102	SFR	05 Agricultural	Iowa RR Land Co Lot 14, Pt Lot 13 & TL 128 & 129 6.47A 24 17 8	27010381
603 S Downing	Amanda J Edwards	980 Co Rd W Lot 5-121	Fremont, NE 68025	Donald Mahrt	same	1928	84	01 Single Family	01 Single Family	Iowa RR Land Co TL 137 .23A 24 17 8	270137733
634 S Downing	Mike & Crystal Godin	634 S Downing	Fremont, NE 68025	Michael R. & Crystal Godin	same	1908	104	SFR	05 Agricultural	Iowa RR Land Co Lot 15 3.56A 24 17 8	270103845

Physical Address	Physical Occupant	Mailing Address	City/State/Zip	Owner	Owners Address	Year Built		Use	Zoning	Legal Description	Parcel Number
1200 E Morningside	Magnus, LLC	P O Box 1029	Fremont, NE 68026-1029	Magnus, LLC	same	1989	23	04 Industrial	04 Industrial	Iowa RR Land Co TL 122 & 123	270103824
1305 E Morningside	Fuel Express	1305 E Morningside	Fremont, NE 68025	Amoco Fuel Express LLC	same	1994	18	03 Commercial	04 Industrial	Road Rail Sub Pt Lots 1 & 2 (TL 76) 24 17 8	270104608
						1994	18				
						1994	18				
1451 E Morningside	LeFebvre Companies	10895 171st Ave NW	Elk River, MN 55330-6324	LeFebvre Properties, LLC	same	2005	7	04 Industrial	04 Industrial	Road Rail Sub Pt Lots 1 & 2 (TL 77) 24 17 8	270138211
1501 E Morningside	Fremont Truck Wash	PO Box 691	Fremont, NE 68026-0691	Renner/Steven A & Star J	same	1961	51	04 Industrial	04 Industrial	Road Rail Sub Blk 3 .5A 25 17 8	270104615
						1975	37				
						1991	21				
1530 E Morningside	Bernard Parolek	1917 E 1st St	Fremont, NE 68025-5821	Bernard Parolek	same	1960	52	04 Industrial	04 Industrial	Road Rail Sub Lot 1 Blk 1	270104580
1535 E Morningside	Dan Veskema	442 S Ridge Rd #33	Fremont, NE 68025	Dan Veskema/Eagle Dev. LLC	same	1977	35	04 Industrial	04 Industrial	Veskema Business Park Lot 1R 3.63A 25 17 8	270138964

Physical Address	Physical Occupant	Mailing Address	City/State/Zip	Owner	Owners Address	Year Built		Use	Zoning	Legal Description	Parcel Number
300 Ada	Hanson Tire	949 W 46th	Fremont, NE 68025-8671	Eric E & Brenda L Hansen	same	1975	37	04 Industrial	04 Industrial	Road Rail Sub Lot 2 Blk 1	270104594
1600 E Morningside	Platte Valley Truck & Repair	PO Box 594	Fremont, NE 68026-0594	Yeager/James C & Linda L	same	1970	42	04 Industrial	04 Industrial	Road Rail Sub Pt Lot 1 Blk 1	270104587
1620 E Morningside	Cynthia Hald	17868 Island Cir	Bennington, NE 68007-5721	Cynthia Hald	same	1969	43	04 Industrial	04 Industrial	Iowa RR Land Co TL 103 4.21A	270103810
1637 E Morningside	Greenfield Painting & Repair	442 S Ridge Rd #33	Fremont, NE 68025-8671	GPR/Eagle Dev. LLC	same	2006	6	04 Industrial	04 Industrial	Veskerna Business Park Lot 2R .99A 25	270138965
1639 E Morningside	J & N Machine	1435 E Morningside	Fremont, NE 68025-8671	J & N Machine/James Sindelar	1435 N Lincoln Ave Fremont	1994	18	04 Industrial	04 Industrial	TL 72 .19A 25 17 8	270102704
1649 E Morningside	Jacie Roberts	1535 E Morningside	Fremont, NE 68025-8671	Jacie Roberts/Daniel Veskerna Trustee	same	1937	75	01 Single Family	04 Industrial	TL 23 .36A 25 17 8	270102690
1761 E Morningside	Virginia Sobczak	1761 E Morningside	Fremont, NE 68025-8600	Virginia Sobczak	same	1927	85	01 Single Family	04 Industrial	TL 22 5A 25 17 8	270102683
1775 E Morningside	Larry Patterson	1775 E Morningside	Fremont, NE 68025-8600	Larry Patterson	same	1927	85	01 Single Family	04 Industrial	TL 21 1.65A 25 17 8	270102676
1850 E Morningside	Jason & Stephanie Voeks	P O Box 676	Fremont, NE 68026-0676	Don Marht	same	1920	92	01 Single Family	01 Single Family	Iowa RR Land Co TL 135 .38A 24 17 8	270137340
1910 E Morningside	Dario Sanchez	1910 E Morningside	Fremont, NE 68025	Dario Sanchez	2825 Brentwood Fremont, NE	1987	25	04 Industrial	04 Industrial	Iowa RR Land Co TL 109, PT Lot 10 .94A	270103796

Physical Address	Physical Occupant	Mailing Address	City/State/Zip	Owner	Owners Address	Year Built		Use	Zoning	Legal Description	Parcel Number
1980 E Morningside	Gary L White	1980 Morningside Rd	Fremont, NE 68025	Gary L White	same	1998	14	01 Single Family	01 Single Family	Iowa RR Land Co W300' Lot 16 24 17 8	270121082
2070 E Morningside Rd	Harold/Cheryl Dewispelare	2070 E Morningside Rd	Fremont, NE 68025	Cheryl & Harold Dewispelare	same	1990	22	01 Single Family	01 Single Family	Iowa RR Land Co Lot 16 Exc W300' 1.85A 24 17 8	270103852
2130 E Morningside Rd	Jantzen Veskerna	2130 E Morningside Rd	Fremont, NE 68025	Jantzen Veskerna	same	1975	37	01 Single Family	05 Agricultural	Iowa RR Land Co PT Lot 17 1.43A 24 17 8	270103866
2160 E Morningside Rd	Magdalene Sixta	2160 E Morningside Rd	Fremont, NE 68025	Magdalene Sixta	same	1950	62	01 Single Family	05 Agricultural	Iowa RR Land Co Pt Lot 17 1.43A 24 18 8	270103859
2284 E Morningside Rd	Liljan Scheinost	2284 E Morningside Rd	Fremont, NE 68025	Liljan Scheinost	same	1923	89	01 Single Family	05 Agricultural	Iowa RR Land Co PT Lots 13 7.59A	270104335
2284 E Morningside Rd	Liljan Scheinost (land)	2284 E Morningside Rd	Fremont, NE 68025	Liljan Scheinost	same	land		01 Single Family	05 Agricultural	Iowa RR Land Co PT Lots 13 & 17 TL 130 24 17 8	270103838

Physical Address	Physical Occupant	Mailing Address	City/State /Zip	Owner	Owners Address			Use	Zoning	Legal Description	Parcel Number
West of S Luther and South of Railroad ROW	Land	400 E Military Fremont, NE 68025		City of Fremont	Same			11 Exempt	08 None	MVLC Sub Lot 12 7.1A 24 17 8	270044296
North of Morningside Rd and between S Luther and S Johnson Rd	Land							11 Exempt	08 None	MNBP Lot 1 Blk 1 6.86A	270139046
	Land							11 Exempt	08 None	MNBP Lot 2 Blk 1 6.64	270139047
	Land							11 Exempt	08 None	MNBP Lot 3 Blk 1 6.93	270139048
	Land							11 Exempt	08 None	MNBP Lot 4 Blk 1 6.93	270139049
	Land							11 Exempt	08 None	MNBP Lot 5 Blk 1 6.83 A	270139050
	Land							11 Exempt	08 None	MNBP Lot 6 Blk 1 7.53	270139051
	Land							11 Exempt	08 None	MNBP Lot 1 Blk 2 3.90A	270139052
	Land										
East of S Johnson Rd & E 1st St	Land	1599 S Main #13	Fremont NE 68025	Erickson/ Eldean Family Partnership	Same			5 Agricultural	04 Industrial	PT TL 24 25.62A 19 17 9	270137818
East of S Johnson Rd & E 1st St	Land	801 Heathweed	Fremont NE 68025	Hammang/ Warren & Maria	Same			5 Agricultural	5 Agricultural	TL 43 & Pt TL 44 32.18 A 19 1 9	270237917
East of S Johnson Rd & E 1st St	Land	5001 Sevan Cove	Austin Tx 78731	Koyen Farms Inc	Same			5 Agricultural	5 Agricultural	TL 26 & Pt TL 22 38.07A 19 17 9	270126259

Exhibit 3
Photos

Morningside-Residential Area



Deteriorating siding and roof.



Inadequate driveway and sidewalks.



Older home with flat roof





Dilapidated building structure



Many small older structures



Miscellaneous debris



Miscellaneous debris



Miscellaneous debris and appliances



Miscellaneous debris and old equipment



Dilapidated structures and debris



Dilapidated fencing

Streets and Infrastructure



No end of road barrier by rail road tracks



Miscellaneous debris





Streets in need of repair



Damage to utility box



Trash and tree debris in drainage way



Gravel roads and inadequate street infrastructure



Gravel road and debris

Industrial and Commercial Areas



Damage to metal siding



Deteriorating shingles and steel siding



Damage to steel siding



Gravel parking areas



Old trailers used for storage



Aging structures



Damaged steel siding



Damaged steel siding



Vacant buildings



Debris



Debris and abandoned vehicles



Old trailers used for storage



Outdoor storage of tires and barrels



Metal roofing which is rusting

18-2123. Undeveloped vacant land; land outside city; acquisition, when.

Upon a determination, by resolution, of the governing body of the city in which such land is located, that the acquisition and development of undeveloped vacant land, not within a substandard or blighted area, is essential to the proper clearance or redevelopment of substandard or blighted areas or a necessary part of the general community redevelopment program of the city, or that the acquisition and development of land outside the city, but within a radius of three miles thereof, is necessary or convenient to the proper clearance or redevelopment of one or more substandard or blighted areas within the city or is a necessary adjunct to the general community redevelopment program of the city, the acquisition, planning, and preparation for development or disposal of such land shall constitute a redevelopment project which may be undertaken by the authority in the manner provided in the foregoing sections.

Source:Laws 1951, c. 224, § 9, p. 810; R.R.S.1943, § 14-1623; Laws 1957, c. 52, § 13, p. 259; Laws 1961, c. 61, § 12, p. 238; R.R.S.1943, § 19-2623.

18-2123.01. Redevelopment project with property outside corporate limits; formerly used defense site; agreement with county authorized.

(1) Notwithstanding any other provisions of the Community Development Law to the contrary, a city may undertake a redevelopment project that includes real property located outside the corporate limits of such city if the following requirements have been met:

(a) The real property located outside the corporate limits of the city is a formerly used defense site;

(b) The formerly used defense site is located within the same county as the city approving such redevelopment project;

(c) The formerly used defense site is located within a sanitary and improvement district;

(d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and

(e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.

(2) For purposes of this section, formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

(3) The inclusion of a formerly used defense site in any redevelopment project under this section shall not result in:

(a) Any change in the service area of any electric utility or natural gas utility unless such change has been agreed to by the electric utility or natural gas utility serving the formerly used defense site at the time of approval of such redevelopment project; or

(b) Any change in the service area of any communications company as defined in section 77-2734.04 unless (i) such change has been agreed to by the communications company serving the formerly used defense site at the time of approval of such redevelopment project or (ii) such change occurs pursuant to sections 86-135 to 86-138.

(4) A city approving a redevelopment project under this section and the county in which the formerly used defense site is located may enter into an agreement pursuant to the Interlocal Cooperation Act in which the county agrees to reimburse such city for any services the city provides to the formerly used defense site after approval of the redevelopment project.

Source:Laws 2013, LB66, § 3.

Cross References

Interlocal Cooperation Act, see section 13-801.

STAFF REPORT

TO: Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: 20 June 2014

SUBJECT: Council designation of blighted and substandard conditions along Morningside Road.

Recommendation: Move to approve Resolution

Background: Deferral of the study back to the planning commission for additional consideration. Planning Commission approved June 16, 2014.

The blight and substandard study is within conformance with the comprehensive plan as well as state statutes.

#7

RESOLUTION NO. 2014-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, MAKING RECOMMENDATIONS WITH RESPECT TO THE BLIGHT AND SUBSTANDARD STUDY FOR THE MORNINGSIDE BUSINESS PARK PROJECT PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

WHEREAS, the Mayor and City Council of the City of Fremont, Nebraska (the "City") by its Ordinance created the Community Development Agency of the City of Fremont, Nebraska (the "Agency") pursuant to Section 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act;

WHEREAS, the City has received a study to determine whether an area within the city should be declared blighted and substandard under the Act for purposes of review and recommendation pursuant to Section 18-2109 of the Act;

WHEREAS, the City has attached a legal description of the area, which is included in the study;

WHEREAS, On June 16, 2014 the Planning Commission has reviewed and recommends the area be declared blighted and substandard pursuant to the provisions of Section 18-2109 of the Act;

WHEREAS, The City has determined that multiple factors exist that allow the area to be declared blighted and substandard under the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

RESOLVED, that the City Council hereby makes the following findings with respect to the Morningside Business Park Project Area Study with regard to a declaration of Blight and Substandard Conditions:

1. The City Council has reviewed the Study as to its conformity with the general plan for the development of the City as a whole; and
2. The City Council confirms that the area proposed in the Study meets the definition of blighted and substandard as set forth in the Act.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC, Deputy City Clerk

COMMUNITY DEVELOPMENT AGENCY MEETING

June 24, 2014 - draft

7:00 P.M.

The Chair called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Members Stange, Eairleywine, Kuhns, Bixby, Anderson, Navarrette, Hoppe and Johnson present – 8 present, 0 absent.

Moved by Member Johnson, seconded by Member Stange to approve CDA Resolution No. 2014-001 approving the general redevelopment plan for Downtown District project. Roll call vote: 8 ayes. Motion carried.

Moved by Member Stange, seconded by Member Kuhns to adjourn. Roll call vote: 8 ayes. Meeting adjourned at 7:04 p.m.

CITY COUNCIL MEETING

June 24, 2014 - draft

7:05 P.M.

After the study session, the Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Stange, Bixby, Navarrette, Hoppe, Kuhns, Eairleywine, Anderson and Johnson present – 8 present, 0 absent.

Moved by Council Member Anderson, seconded by Council Member Johnson to open the Public Hearing on Citizen Advisory Review Committee on Economic Development Program (LB 840). Roll call vote: 8 ayes. Motion carried.

Chuck Johannsen, Chairman of Citizens Advisory Review Committee, stated the committee is required to review the fund once every six months and to give an overview of the progress of the Economic Development Program. As noted at their June 19, 2014 meeting, the fund balance is \$4,678,825.36. The uncommitted amount is \$1,421,184.09. Activity update for the program includes funds of \$420,000 and \$1,559,547.34 for the total commitment to the Technology Park for engineering and infrastructure improvements. The infrastructure includes extending 32nd Street with sewer connections, street lights and electronic line. It also includes installation of a box culvert for access, water, sewer and street lights on Lincoln Street as well as 29th Street and natural gas system. \$444,000 is committed to the Morningside Business Park and includes the relocation and paving of Johnson Road and the installation of water, sewer and street lights. Pledged dollars for the Technology Park in the event job creation outlined by the Department of Economic Development is not met is \$975,392.00 (deadline 2020). Mr. Johannsen also stated that since March, \$300,000 has been committed to Fremont Beef for their expansion and renovation and those funds will likely go out in September/October of this year.

Steve Dahl questioned what happens to the funds if no one moves into the business parks and what the end dates are for the projects. Mayor Getzschman stated that the dollars that are committed are for construction and infrastructure to make the properties shovel ready and are an investment in the future.

Moved by Council Member Stange, seconded by Council Member Kuhns to close the Public Hearing on Citizen Advisory Review Committee on Economic Development Program (LB 840). Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Kuhns, seconded by Council Member Anderson to open the Public Hearing on the general redevelopment plan for Downtown District project. Roll call vote: 6 ayes, 2 abstain (Navarrette and Bixby). Motion carried.

There being no discussion, moved by Council Member Stange, seconded by Council Member Kuhns to close the Public Hearing on the general redevelopment plan for Downtown District project. Roll call vote: 6 ayes, 2 abstain (Navarrette and Bixby). Motion carried.

Moved by Council Member Johnson, seconded by Council Member Eairleywine to approve Resolution 2014-108 approving the general redevelopment plan for Downtown District project. Roll call vote: 6 ayes, 2 abstain (Navarrette and Bixby). Motion carried.

Moved by Council Member Eairleywine, seconded by Council Member Bixby to approve the consent agenda. Roll call vote: 8 ayes. Motion carried.

- Dispense with reading of and approve June 10, 2014 minutes
- June 11 - 24, 2014 claims
- Resolution No. 2014-109 approving consumption of alcohol on city property for John Borchers, Christensen Field, July 23, 2014; Nancy Roeder, City Auditorium, September 12, 2015
- Resolution No. 2014-110 approving Special Designated Permit applications for LeRoys LLC, 1710 West 16th, July 18, 2014, reception; Rise's Drive-In Liquor, 431 North Union, October 11, 2014, reception
- Addition to premise for Jack's, 16 Bell Center, class CK liquor license
- Resolution No. 2014-111 approving agreement with AVI Systems in the amount of \$55,550 for Council Chambers upgrade
- Resolution No. 2014-112 approving no charge for library cards for Somers Point residents
- Resolution No. 2014-113 approving Community Development Block Grant for 14-DTR-004
- Resolution No. 2014-114 approving Nebraska Department of Environmental Quality grant for Scrap Tire Cleanup
- Appointment of Jack Kassebaum as firefighter
- Resolution No. 2014-115 approving Midland University dedication of easement for round-about at East 10th and North Logan to the City of Fremont
- Resolution No. 2014-116 approving MainStreet of Fremont for street closings July 26, 2014 for Crazy Days Sidewalk sale

- Resolution No. 2014-117 approving Ashville Townhomes LLC request to replat Lot 12, Block 3, Cambridge Square 1st Addition into two lots
- Shiloh Place, LLC, Cyndi Whitten, request for permitted conditional use for Group Care Facility at 915 North H Street, Lots 8-10 of Dorsey's Subdivision
- Resolution No. 2014-118 approving Bo Borisow request to replat Tax Lot 34, Tax Lot 88, 10-17-8 into one lot

The City Clerk gave the third reading, by title only, of an Ordinance annexing property located Southwest corner of NW ¼ 19-17-9, Fremont Nebraska. Roll call vote: 8 ayes. Ordinance No. 5309 passed.

Moved by Council Member Eairleywine, seconded by Council Member Johnson to amend the Ordinance amending the Fremont Municipal Code, Chapter 3, Departments by including amendments for Chapter 5, Traffic Regulations and Chapter 10, Business Regulations. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Stange to suspend the rules and place the Ordinance on final reading. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the final reading, by title only, as amended, of an Ordinance amending the Fremont Municipal Code, Chapter 3, Departments; Chapter 5, Traffic Regulations; Chapter 10, Business Regulations. Roll call vote: 8 ayes. Ordinance No. 5310 passed.

Moved by Council Member Kuhns, seconded by Council Member Anderson to approve Resolution No. 2014-119 designating the boundaries of the proposed Downtown Business Improvement District. Roll call vote: 6 ayes, 2 abstain (Navarrette and Bixby). Motion carried.

Moved by Council Member Anderson, seconded by Council Member Eairleywine to approve Resolution No. 2014-120 appointing board members for the proposed Downtown Business Improvement District. Roll call vote: 6 ayes, 2 abstain (Navarrette and Bixby). Motion carried.

Moved by Council Member Stange, seconded by Council Member Navarrette to open the thirty (30) day comment period for the Analysis of Impediments to Fair Housing Choice. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Anderson to introduce Ordinance No. 5311 authorizing the issuance of Combined Utilities Revenue Bonds, Series 2014B. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the first reading, by title only, of the Ordinance authorizing the issuance of Combined Utilities Revenue Bonds, Series 2014B.

Moved by Council Member Bixby, seconded by Council Member Stange to suspend the rules and place on final reading the Ordinance authorizing the issuance of Combined Utilities Revenue Bonds, Series 2014B. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the final reading, by title only. Roll call vote on the Ordinance: 8 ayes. Ordinance No. 5311 passed.

Moved by Council Member Johnson, seconded by Council Member Navarrette to approve Resolution No. 2014-121 authorizing condemnation proceedings for right-of-way acquisition along 2013 West Military Improvements, Ridge Road to Pierce Street project. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Johnson, seconded by Council Member Navarrette to approve Resolution No. 2014-122 approving Richard and Cindy Horeis request to replat West 60' Lots 3 and 4, Block 6 and South 60' East 90' and 14' vacated street adjoining Lot 3, Block 6 and Tax Lot 368 Umstead's Addition into two lots. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Hoppe to approve Resolution No. 2014-123 approving Eric Bowman request to replat Lots 3-6 together with North 60' Lot 2 except East 70' of South 6' of North 60' of said Lot 2, all Block 23, Abbott's Addition, into one lot. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Eairleywine, seconded by Council Member Bixby to introduce Ordinance No. 5312 approving Eric Bowman request to rezone Lots 3-6 together with North 60' of Lot 2, except East 70' of South 6' of North 60' of said Lot 2, all Block 23, Abbott's Addition, from R2 to LI District. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the first reading, by title only. Moved by Council Member Bixby, seconded by Council Member Navarrette to suspend the rules and place on final reading the Ordinance approving Eric Bowman request to rezone Lots 3-6 together with North 60' of Lot 2, except East 70' of South 6' of North 60' of said Lot 2, all Block 23, Abbott's Addition, from R2 to LI District. Roll call vote: 8 ayes. Motion carried.

The City Clerk gave the final reading, by title only. Roll call vote on the Ordinance: 8 ayes. Ordinance No. 5312 passed.

Moved by Council Member Johnson, seconded by Council Member Anderson to continue Ron Vlach, owner of Victory Lake Marine, request to erect oversized accessory building as a permitted conditional use at 2450 West Military. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Anderson, seconded by Council Member Navarrette to reconsider Resolution No. 2014-099 approving Group Med Partnership to combine part of SE ¼ SW ¼ 9-17-8 into one lot. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Kuhns to amend Resolution No. 2014-099 approving Group Med Partnership to combine part of SE ¼ SW ¼ 9-17-8 into one lot by rescinding the Resolution in its entirety as the combination was not necessary. Roll call vote: 8 ayes. Motion carried.

Moved by Council Member Bixby, seconded by Council Member Stange to approve, as reconsidered and amended, Resolution No. 2014-099 approving Group Med Partnership to combine part of SE ¼ SW ¼ 9-17-8 into one lot. Roll call vote: 8 ayes. Motion carried.

The Mayor announced the next meeting would be July 8, 2014 at 7:00 p.m. and a special Council meeting on July 15, 2014 at 5:00 p.m.

Moved by Council Member Kuhns, seconded by Council Member Navarrette to adjourn the meeting. Roll call vote: 8 ayes. Motion carried. Meeting adjourned at 8:16 p.m.

I, Kimberly Volk, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Kimberly Volk, MMC, City Clerk

CITY COUNCIL MEETING

July 8, 2014 - draft

7:00 P.M.

The Mayor called the meeting to order and stated a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas. Roll call showed Council Members Stange and Anderson present, Council Members Eairleywine, Kuhns, Bixby, Hoppe, Johnson and Navarrette absent – 2 present, 6 absent.

The Mayor announced the meeting adjourned due to a lack of quorum and lack of proper publication of the meeting.

I, Kimberly Volk, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Kimberly Volk, MMC, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: July 2, 2014

SUBJECT: Claims

Recommendation: Move to approve June 25 through July 8, 2014 claims and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email July 2, 2014.

Fiscal Impact: Claims total \$1,460,762.95.

#9

CHECK DATE: 06/30/2014

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0005708	00	REGIONAL CARE INC								
06/23/14	MANUAL	000624		01	06/23/2014	060-0660-441.70-01	06/23/14 AUTO CLAIMS	CHECK #:	100525	1,774.89
06/30/14	MANUAL	000630		01	06/30/2014	060-0660-441.70-01	06/30/14 AUTO CLAIMS	CHECK #:	100528	2,590.80
VENDOR TOTAL *									.00	4,365.69
0003405	00	WORKERS' COMPENSATION FUND								
06/25/14	MANUAL	000625		01	06/25/2014	061-0662-441.70-01	06/25/14 WC	CHECK #:	100526	1,802.32
06/25/14	MANUAL	000626		01	06/25/2014	061-0662-441.70-06	06/25/14 WC	CHECK #:	100526	405.74
06/25/14	MANUAL	000627		01	06/25/2014	061-0662-441.70-07	06/25/14 WC	CHECK #:	100526	68.54
06/27/14	MANUAL	000628		01	06/27/2014	061-0662-441.70-01	06/27/14 WC	CHECK #:	100527	1,692.24
06/27/14	MANUAL	000629		01	06/27/2014	061-0662-441.70-07	06/27/14 WC	CHECK #:	100527	96.02
VENDOR TOTAL *									.00	4,064.86
				01	Employee Benefits		BANK TOTAL *		.00	8,430.55
HAND ISSUED TOTAL ***										8,430.55
TOTAL EXPENDITURES ****									.00	8,430.55
GRAND TOTAL *****										8,430.55

PREPARED 07/02/2014, 8:22:20
PROGRAM: GM339L
City of Fremont
General Fund

EXPENDITURE APPROVAL LIST
AS OF: 07/03/2014 CHECK DATE: 07/02/2014

PAGE 1

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006318 20140703	00	ACSI PR0703	00	07/03/2014	001-0000-201.00-00	PAYROLL SUMMARY	216.83	
						VENDOR TOTAL *	216.83	
0000584 20140703	00	CEI PR0703	00	07/03/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	189,848.34
						VENDOR TOTAL *	.00	189,848.34
0004234 20140703	00	DEPARTMENT OF UTILITIES C S PR0703	00	07/03/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,216.05
						VENDOR TOTAL *	.00	1,216.05
0005193 20140703	00	DEPARTMENT OF UTILITIES PAYROLL PR0703	00	07/03/2014	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	50,146.53
						VENDOR TOTAL *	.00	50,146.53
0004629 20140703	00	INTERNAL REVENUE SERVICE **EFT** PR0703	00	07/03/2014	001-0000-201.00-00	PAYROLL SUMMARY	79,454.60	
						VENDOR TOTAL *	79,454.60	
0005513 20140703	00	UNITED STATES TREASURY - PR PR0703	00	07/03/2014	001-0000-201.00-00	PAYROLL SUMMARY	50.00	
						VENDOR TOTAL *	50.00	
		00 General Fund				BANK TOTAL *	79,721.43	241,210.92

PREPARED 07/02/2014, 8:22:20
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
AS OF: 07/03/2014 CHECK DATE: 07/02/2014

PAGE 2

BANK: 01

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708	00	REGIONAL CARE INC						
07/01/14	MANUAL000631		01	07/01/2014	060-0660-441.70-03	07/01/14 ADMIN FEES	CHECK #: 100529	6,004.50
07/01/14	MANUAL000632		01	07/01/2014	060-0660-441.70-02	07/01/14 REINSURANCE	CHECK #: 100529	56,485.12
07/01/14	MANUAL000633		01	07/01/2014	060-0660-441.70-05	07/01/14 PPO	CHECK #: 100529	1,330.00
						VENDOR TOTAL *	.00	63,819.62
0003405	00	WORKERS' COMPENSATION FUND						
07/01/14	MANUAL000634		01	07/01/2014	061-0000-101.12-00	07/01/14 ESCROW	CHECK #: 100530	25,000.00
						VENDOR TOTAL *	.00	25,000.00
		01 Employee Benefits				BANK TOTAL *	.00	88,819.62
						HAND ISSUED TOTAL ***		88,819.62
						EFT/EPAY TOTAL ***		241,210.92
						TOTAL EXPENDITURES ****	79,721.43	330,030.54
					GRAND TOTAL	*****		409,751.97

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 07/08/14

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
3210	TSYS MERCHANT SOLUTIONS	07/03/14	001-1003-415.20-99	CREDIT CARD FEES	104.55
3210	TSYS MERCHANT SOLUTIONS	07/03/14	001-1003-415.20-99	CREDIT CARD FEES	175.16
3210	TSYS MERCHANT SOLUTIONS	07/03/14	001-2029-451.20-99	CREDIT CARD FEES	397.75
3210	TSYS MERCHANT SOLUTIONS	07/03/14	001-2042-440.20-99	CREDIT CARD FEES	1.02
3080	REGIONAL CARE INC	06/27/14	060-0660-441.70-01	CLAIMS	51,676.91
3080	REGIONAL CARE INC	06/27/14	060-0660-391.01-00	REINSURANCE	(133,331.99)
3080	REGIONAL CARE INC	06/27/14	060-0660-391.00-00	COBRA	(3,753.00)
3080	REGIONAL CARE INC	06/27/14	060-0660-441.70-03	ADMIN FEES	6,066.75
3080	REGIONAL CARE INC	06/27/14	060-0660-441.70-02	REINSURANCE	57,210.79
3080	REGIONAL CARE INC	06/27/14	060-0660-441.70-05	PPO FEES	1,345.00
TOTAL EXPENDITURES					(20,107.06)

Prepared 6/30/14, 16:33:46
Pay Date 7/03/14
Primary FIRST NATIONAL BANK

CITY of FREMONT
Direct Deposit Register

Page 40
Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total 243,832.70 Count 330

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER NO NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT

0000957	00	AAA GARAGE DOOR INC							
14007403		PI6106 030139	00	07/09/2014		001-1206-422.20-60	GENERAL	99.00	
14007403		PI6107 030139	00	07/09/2014		001-1206-422.30-56	GENERAL	19.00	
VENDOR TOTAL *								118.00	
0006374	00	ACCO UNLIMITED CORP							
0143915-IN		PI6322 029818	00	07/09/2014		001-2028-451.30-32	GENERAL	174.00	
0143654-IN		PI6262 029886	00	07/09/2014		001-2030-451.30-56	GENERAL	407.60	
0143949-IN		PI6338 030148	00	07/09/2014		001-2030-451.20-99	GENERAL	19.33	
0143949-IN		PI6339 030148	00	07/09/2014		001-2030-451.30-49	GENERAL	25.00	
VENDOR TOTAL *								625.93	
0000959	00	ACE HARDWARE							
80168/3		PI6007 028760	00	07/09/2014		001-1206-422.30-79	BLANKET PURCHASE ORDER	13.94	
80182/3		PI6008 028760	00	07/09/2014		001-1206-422.30-79	BLANKET PURCHASE ORDER	.67	
80087/3		PI6003 028760	00	07/09/2014		001-2027-452.30-56	BLANKET PURCHASE ORDER	99.99	
80133/3		PI6207 028760	00	07/09/2014		001-2027-452.30-33	BLANKET PURCHASE ORDER	22.96	
80133/3		PI6208 028760	00	07/09/2014		001-2027-452.30-49	BLANKET PURCHASE ORDER	53.40	
80155/3		PI6209 028760	00	07/09/2014		001-2027-452.30-32	BLANKET PURCHASE ORDER	79.96	
80173/3		PI6212 028760	00	07/09/2014		001-2027-452.30-49	BLANKET PURCHASE ORDER	7.45	
80262/3		PI6214 028760	00	07/09/2014		001-2027-452.30-56	BLANKET PURCHASE ORDER	22.02	
80101/3		PI6004 028760	00	07/09/2014		001-2030-451.30-49	BLANKET PURCHASE ORDER	9.98	
80103/3		PI6005 028760	00	07/09/2014		012-2025-431.30-79	BLANKET PURCHASE ORDER	8.98	
80130/3		PI6006 028760	00	07/09/2014		012-2025-431.30-79	BLANKET PURCHASE ORDER	15.10	
80171/3		PI6210 028760	00	07/09/2014		012-2025-431.30-44	BLANKET PURCHASE ORDER	29.97	
80171/3		PI6211 028760	00	07/09/2014		012-2025-431.30-56	BLANKET PURCHASE ORDER	99.90	
80257/3		PI6213 028760	00	07/09/2014		012-2025-431.30-33	BLANKET PURCHASE ORDER	37.97	
VENDOR TOTAL *								502.29	
0006353	00	ADVANCE SERVICES INC							
298807		PI6073 029633	00	07/09/2014		001-1305-430.20-99	BLANKET PURCHASE ORDER	536.50	
299361		PI6255 029633	00	07/09/2014		001-1305-430.20-99	BLANKET PURCHASE ORDER	565.50	
VENDOR TOTAL *								1,102.00	
9999999	00	AHL, VICTORIA							
94462 AHL		000636	00	07/09/2014		001-0000-202.04-00	VICTORIA AHL/BARNARD PARK	250.00	
VENDOR TOTAL *								250.00	
0002952	00	ALAMAR UNIFORMS							
444654-01		PI6259 029783	00	07/09/2014		001-1209-421.30-52	GENERAL	94.94	
448740		PI6260 029783	00	07/09/2014		001-1209-421.30-52	GENERAL	12.99	
VENDOR TOTAL *								107.93	
0005290	00	AMAZON							
189760427000		PI6135 028830	00	07/09/2014		001-2031-455.30-51	BLANKET PURCHASE ORDER	54.46	
189767039149		PI6136 028830	00	07/09/2014		001-2031-455.30-51	BLANKET PURCHASE ORDER	19.98	
215346443285		PI6137 028830	00	07/09/2014		001-2031-455.30-51	BLANKET PURCHASE ORDER	76.65	
VENDOR TOTAL *								151.09	

PROGRAM: GM339L

AS OF: 07/09/2014

CHECK DATE: 07/09/2014

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006169 51514 0714	00	AMERICAN BROADBAND INTERNET PI6254 028979	00	07/09/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	175.00	
						VENDOR TOTAL *	175.00	
0003533 15418996	00	AMERICAN LIBRARY ASSOC - ATLANTA PI6187 029893	00	07/09/2014	001-2031-455.20-13	GENERAL	195.00	
						VENDOR TOTAL *	195.00	
0003845 10304700	00	AMERICAN RED CROSS HEARTLAND PI6263 029908	00	07/09/2014	001-2029-451.20-99	GENERAL	228.00	
						VENDOR TOTAL *	228.00	
0006298 8935 8761 8761	00	AMERICAN UNDERGROUND SUPPLY LLC PI6257 029757 PI6320 029757 PI6321 029763	00	07/09/2014 07/09/2014 07/09/2014	001-2027-452.40-13 001-2027-452.40-13 001-2027-452.40-13	GENERAL GENERAL GENERAL	312.37 312.37 3,527.95	
						VENDOR TOTAL *	4,152.69	
0000983 6469 6494 6583 6614 6630	00	ARPS RED-E-MIX INC PI6009 028762 PI6010 028762 PI6215 028762 PI6216 028762 PI6217 028762	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69 012-2025-431.30-69	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	247.00 363.25 178.00 247.00 677.50	
						VENDOR TOTAL *	1,712.75	
0002954 00040161	00	ASPHALT AND CONCRETE MATERIALS CO PI6253 028971	00	07/09/2014	012-2025-431.30-69	FIELD PURCHASE ORDER	600.93	
						VENDOR TOTAL *	600.93	
0005815 KEENE14001-1 KEENE14001-1	00	AWE PI6333 030123 PI6334 030123	00	07/09/2014 07/09/2014	001-2031-419.30-55 001-2031-455.20-14	GENERAL GENERAL	5,526.00 100.00	
						VENDOR TOTAL *	5,626.00	
0004439 061214	00	AYALA, JUAN E PI6044 028808	00	07/09/2014	034-0790-421.20-99	BLANKET PURCHASE ORDER	87.50	
						VENDOR TOTAL *	87.50	
0002763 2029405213 2029417858 2029428734 5013166612 5013176976	00	BAKER & TAYLOR BOOKS PI6138 028831 PI6139 028831 PI6140 028831 PI6141 028831 PI6142 028831	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	157.93 63.43 150.96 41.35 145.78	
						VENDOR TOTAL *	559.45	
0003423 M44624390	00	BAKER & TAYLOR ENTERTAINMENT PI6143 028832	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	14.35	

PROGRAM: GM339L

AS OF: 07/09/2014

CHECK DATE: 07/09/2014

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003423	00	BAKER & TAYLOR ENTERTAINMENT						
M44913220		PI6144 028832	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	312.30	
M44974040		PI6145 028832	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	71.75	
						VENDOR TOTAL *	398.40	
0003013	00	BARCO MUNICIPAL PRODUCTS INC						
IN-211571		PI6093 030049	00	07/09/2014	012-2025-431.30-76	FIELD PURCHASE ORDER	2,962.10	
						VENDOR TOTAL *	2,962.10	
0004311	00	BAUER BUILT INC						
880031257		PI6011 028764	00	07/09/2014	001-1209-421.20-60	BLANKET PURCHASE ORDER	8.50	
880031257		PI6012 028764	00	07/09/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	4.50	
880031281		PI6013 028764	00	07/09/2014	001-1209-421.20-60	BLANKET PURCHASE ORDER	12.00	
880031281		PI6014 028764	00	07/09/2014	001-1209-421.30-63	BLANKET PURCHASE ORDER	4.50	
880031023		PI6112 028764	00	07/09/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER	5.00	
880031023		PI6113 028764	00	07/09/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	105.00	
880031443		PI6218 028764	00	07/09/2014	012-2025-431.20-60	BLANKET PURCHASE ORDER	10.00	
880031443		PI6219 028764	00	07/09/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	5.00	
						VENDOR TOTAL *	154.50	
9999999	00	BELLEVUE PUBLIC LIBRARY						
ILL 113786720		000637	00	07/09/2014	001-2031-334.00-00	BELLEVUE LIBRARY/LOST BK	35.00	
						VENDOR TOTAL *	35.00	
0003299	00	BEST IMPRESSIONS CATALOG CO						
549691-1		PI6190 030036	00	07/09/2014	001-2029-451.20-99	GENERAL	79.48	
549691-1		PI6191 030036	00	07/09/2014	001-2029-451.30-79	GENERAL	235.00	
						VENDOR TOTAL *	314.48	
0005162	00	BLT PLUMBING HEATING & A/C INC						
8963		PI6069 029155	00	07/09/2014	001-1013-432.20-60	BLANKET PURCHASE ORDER	75.00	
9007		PI6070 029155	00	07/09/2014	001-2030-451.20-60	BLANKET PURCHASE ORDER	75.00	
9007		PI6071 029155	00	07/09/2014	001-2030-451.30-49	BLANKET PURCHASE ORDER	2.87	
						VENDOR TOTAL *	152.87	
0004035	00	BOMGAARS SUPPLY INC						
1665312		PI6015 028766	00	07/09/2014	012-2025-431.30-56	BLANKET PURCHASE ORDER	59.99	
1665837		PI6016 028766	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	22.41	
1666872		PI6220 028766	00	07/09/2014	012-2025-431.30-32	BLANKET PURCHASE ORDER	65.98	
1666872		PI6221 028766	00	07/09/2014	012-2025-431.30-33	BLANKET PURCHASE ORDER	49.99	
1666872		PI6222 028766	00	07/09/2014	012-2025-431.30-52	BLANKET PURCHASE ORDER	83.93	
						VENDOR TOTAL *	282.30	
0003427	00	BRODART CO						
B3510245		PI6146 028835	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	128.57	
B3512451		PI6147 028835	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	38.78	
B3518018		PI6148 028835	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	336.45	
B3519974		PI6149 028835	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	161.56	
B3524125		PI6150 028835	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	249.88	

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003427	00	BRODART CO						
						VENDOR TOTAL *	915.24	
9999999	00	CAMPBELL, KATHY						
95343	CAMPBELL	000638	00	07/09/2014	001-2028-347.00-00	KATHY CAMPBELL/RONIN POOL	25.00	
						VENDOR TOTAL *	25.00	
0006398	00	CAREY, ELIZABETH ANN						
061914		PI6325 030080	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	63.10	
						VENDOR TOTAL *	63.10	
0004208	00	CDW GOVERNMENT INC						
MP52828		PI6343 030168	00	07/09/2014	001-2030-451.20-99	GENERAL	35.00	
MP52828		PI6344 030168	00	07/09/2014	001-2030-451.30-79	GENERAL	104.46	
						VENDOR TOTAL *	139.46	
0000584	00	CEI						
JUL 14 WC		000648	00	07/09/2014	001-1015-415.10-26	JUL 14 WC	EFT:	19,474.92
JUL 14 WC		000650	00	07/09/2014	012-2025-431.10-26	JUL 14 WC	EFT:	1,054.67
						VENDOR TOTAL *	.00	20,529.59
0002675	00	CENTURYLINK (QWEST)						
4027211613	0614	PI6166 028870	00	07/09/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	212.88	
4027272664	0614	PI6170 028870	00	07/09/2014	001-1011-419.20-12	BLANKET PURCHASE ORDER	109.83	
4027272720	0614	PI6171 028870	00	07/09/2014	001-1013-432.20-12	BLANKET PURCHASE ORDER	16.34	
4027272630	0614	PI6167 028870	00	07/09/2014	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,436.74	
4027279926	0614	PI6173 028870	00	07/09/2014	001-1015-415.20-12	BLANKET PURCHASE ORDER	43.79	
4027272630	0614	PI6168 028870	00	07/09/2014	012-2025-431.20-12	BLANKET PURCHASE ORDER	20.78	
4027272630	0614	PI6169 028870	00	07/09/2014	025-2074-433.20-12	BLANKET PURCHASE ORDER	20.78	
4027279135	0614	PI6172 028870	00	07/09/2014	029-2034-466.20-12	BLANKET PURCHASE ORDER	89.90	
						VENDOR TOTAL *	1,951.04	
0001522	00	CHIEF SCHOOL BUS SERVICE INC						
061442		PI6109 030144	00	07/09/2014	001-2029-451.20-16	GENERAL	602.00	
						VENDOR TOTAL *	602.00	
0001024	00	CHRISTENSEN LUMBER INC						
CLC00228303-001	PI6017	028768	00	07/09/2014	001-2027-452.30-49	BLANKET PURCHASE ORDER	49.58	
CLC00228303-001	PI6018	028768	00	07/09/2014	001-2028-451.30-49	BLANKET PURCHASE ORDER	17.07	
CLC00217514-001	PI6078	029768	00	07/09/2014	001-2029-451.30-79	GENERAL	335.58	
CLC00230261-001	PI6258	029768	00	07/09/2014	001-2029-451.30-79	GENERAL	335.58	
CLC00220484-001	PI6086	029888	00	07/09/2014	012-2025-431.30-69	FIELD PURCHASE ORDER	853.50	
						VENDOR TOTAL *	1,591.31	
0004394	00	CLIA LABORATORY PROGRAM						
28D0980957	0614	PI6203 030152	00	07/09/2014	001-1206-422.20-65	GENERAL	150.00	
						VENDOR TOTAL *	150.00	
0005201	00	COCA-COLA REFRESHMENTS USA INC						

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0005201	00	COCA-COLA REFRESHMENTS USA INC						
2045220202		PI6250 028849 00 07/09/2014			001-2029-451.30-41	BLANKET PURCHASE ORDER	396.58	
2045221003		PI6299 028849 00 07/09/2014			001-2029-451.30-41	BLANKET PURCHASE ORDER	543.02	
2045220412		PI6251 028849 00 07/09/2014			001-2030-451.30-41	BLANKET PURCHASE ORDER	157.92	
VENDOR TOTAL *							1,097.52	
0004244	00	COLE PAPERS INC						
8985639		PI6096 030094 00 07/09/2014			001-1206-422.30-49	GENERAL	101.54	
8985639		PI6097 030094 00 07/09/2014			001-1209-421.30-49	GENERAL	101.54	
8985639		PI6098 030094 00 07/09/2014			001-2026-451.30-49	GENERAL	812.32	
8985639		PI6099 030094 00 07/09/2014			001-2027-452.30-49	GENERAL	406.16	
8985639		PI6100 030094 00 07/09/2014			001-2030-451.30-49	GENERAL	304.62	
8985639		PI6101 030094 00 07/09/2014			001-2031-455.30-49	GENERAL	304.62	
VENDOR TOTAL *							2,030.80	
0006268	00	COLE, JOE						
070714		PI6192 030043 00 07/09/2014			001-2031-455.20-99	GENERAL	500.00	
VENDOR TOTAL *							500.00	
0005994	00	CONSOLIDATED MANAGEMENT CO						
205561		PI6079 029773 00 07/09/2014			001-1209-421.20-13	GENERAL	190.25	
VENDOR TOTAL *							190.25	
0006349	00	CONSTANT CONTACT INC						
M9GPCHPAB17414		PI6346 029569 00 07/09/2014			001-2031-455.20-65	GENERAL	264.00	
VENDOR TOTAL *							264.00	
0001038	00	COPY SHOP						
6395		PI6019 028769 00 07/09/2014			001-1209-421.30-35	BLANKET PURCHASE ORDER	48.20	
VENDOR TOTAL *							48.20	
0001063	00	DIAMOND VOGEL PAINT CENTER						
522131103		PI6020 028771 00 07/09/2014			012-2025-431.30-33	BLANKET PURCHASE ORDER	20.48	
522131217		PI6223 028771 00 07/09/2014			024-0772-490.30-79	BLANKET PURCHASE ORDER	156.90	
VENDOR TOTAL *							177.38	
0002897	00	DIERS INC						
111007P		PI6021 028772 00 07/09/2014			001-1209-421.30-63	BLANKET PURCHASE ORDER	31.04	
110993P		PI6103 030135 00 07/09/2014			001-1209-421.30-63	FIELD PURCHASE ORDER	936.78	
111044P		PI6022 028772 00 07/09/2014			012-2025-431.30-63	BLANKET PURCHASE ORDER	56.81	
VENDOR TOTAL *							1,024.63	
0001313	00	DILLON CHEVROLET FREMONT INC, SID						
182733		PI6023 028773 00 07/09/2014			012-2025-431.30-63	BLANKET PURCHASE ORDER	50.00	
VENDOR TOTAL *							50.00	
0001070	00	DODGE COUNTY REGISTER OF DEEDS						
201402467		PI6049 028871 00 07/09/2014			001-1003-415.20-33	BLANKET PURCHASE ORDER	28.00	
201402468		PI6050 028871 00 07/09/2014			001-1003-415.20-33	BLANKET PURCHASE ORDER	28.00	

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0001070 201402624	00	DODGE COUNTY REGISTER OF DEEDS PI6174 028871	00	07/09/2014	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.00	
						VENDOR TOTAL *	72.00	
0006357 062214 062914	00	DREWS, DOUGLAS PI6318 029679 PI6319 029679	00	07/09/2014 07/09/2014	001-2027-452.20-99 001-2027-452.20-99	GENERAL GENERAL	445.00 445.00	
						VENDOR TOTAL *	890.00	
0004221 2261314	00	DULTMEIER SALES PI6108 030141	00	07/09/2014	012-2025-431.30-79	FIELD PURCHASE ORDER	174.90	
						VENDOR TOTAL *	174.90	
0003087 6427937-1 C6427937-0 6427937-0 6440202-0 6398391-0 6435894-0	00	EAKES OFFICE PLUS INC PI6279 030103 PI6328 030103 PI6329 030103 PI6331 030103 PI6196 030095 PI6204 030155	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-1209-421.30-31 001-1209-421.30-31 001-1209-421.30-31 001-1209-421.30-31 001-2031-455.40-11 001-2031-455.30-31	GENERAL GENERAL GENERAL GENERAL GENERAL GENERAL	172.80 56.61- 971.08 37.48 1.00 83.06	
						VENDOR TOTAL *	1,208.81	
0003619 5916 1468874	00	EBSCO PI6289 030171 PI6290 030175	00	07/09/2014 07/09/2014	001-2031-455.30-51 001-2031-455.30-51	GENERAL GENERAL	6,853.67 4,960.00	
						VENDOR TOTAL *	11,813.67	
0006168 130683 130683	00	ENVISION CREATIVE SOLUTIONS PI6205 030165 PI6206 030165	00	07/09/2014 07/09/2014	024-0772-490.20-99 024-0772-490.30-35	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	300.00 189.00	
						VENDOR TOTAL *	489.00	
0005749 3161243 3140160	00	FARNER-BOCKEN COMPANY PI6300 028850 PI6048 028850	00	07/09/2014 07/09/2014	001-2029-451.30-41 001-2030-451.30-41	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	567.35 1,380.77	
						VENDOR TOTAL *	1,948.12	
0002050 NEFRE116092 NEFRE116148 NEFRE115912 NEFRE99880	00	FASTENAL COMPANY PI6292 028775 PI6293 028775 PI6291 028775 PI6024 028775	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-2027-452.20-60 001-2027-452.30-44 001-2030-451.30-32 012-2025-431.30-76	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	24.63 31.85 163.12 203.33	
						VENDOR TOTAL *	422.93	
0006406 062314	00	FIELDER, CODY LEE PI6277 030098	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	102.95	
						VENDOR TOTAL *	102.95	
0003909	00	FIRST NATIONAL BANK OMAHA						

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0003909 2623 061614	00	FIRST NATIONAL BANK OMAHA PI6046 028813	00	07/09/2014	034-0790-421.30-31	BLANKET PURCHASE ORDER	47.88	
						VENDOR TOTAL *	47.88	
0001102 028526	00	FOOD-4-LESS PI6154 028840	00	07/09/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	25.45	
						VENDOR TOTAL *	25.45	
0001107 265551 060214 265551 060214 265551 061314 265551 061314	00	FREMONT AREA MEDICAL CENTER PI6303 028872 PI6304 028872 PI6305 028872 PI6306 028872	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-1206-422.20-35 001-1209-421.20-35 001-2030-451.20-35 012-2025-431.20-35	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	30.00 30.00 45.00 45.00	
						VENDOR TOTAL *	150.00	
0001111 492564 490788 492438	00	FREMONT BUILDERS SUPPLY INC PI6224 028777 PI6185 029588 PI6114 028777	00	07/09/2014 07/09/2014 07/09/2014	001-1206-422.30-49 001-2026-451.40-13 001-2027-452.30-49	BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER	18.50 1,920.00 21.50	
						VENDOR TOTAL *	1,960.00	
0001112 33257 33257	00	FREMONT ELECTRIC INC PI6193 030061 PI6194 030061	00	07/09/2014 07/09/2014	001-2031-455.20-60 001-2031-455.30-49	GENERAL GENERAL	550.00 270.71	
						VENDOR TOTAL *	820.71	
0001125 JUNE 14 LIQUOR	00	FREMONT PUBLIC SCHOOLS 000647	00	07/09/2014	001-1003-321.00-00	JUNE 14 LIQUOR	250.00	
						VENDOR TOTAL *	250.00	
0001131 74222 74243 74244 74199 74200 74201 74202 74203 74204 74205 74240 74258	00	FREMONT TRIBUNE PI6058 028873 PI6060 028873 PI6061 028873 PI6051 028873 PI6052 028873 PI6053 028873 PI6054 028873 PI6055 028873 PI6056 028873 PI6057 028873 PI6059 028873 PI6063 028873	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-1003-415.20-33 001-1003-415.20-33 001-1003-415.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 001-2024-416.20-33 024-0772-490.20-33 032-0787-490.20-33	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	28.87 13.09 13.09 10.47 10.15 11.45 9.82 11.13 10.80 10.80 4.25 4.91	
						VENDOR TOTAL *	138.83	
0006182 146325 146555 146593	00	FREMONT TRUCK & AUTO PARTS INC PI6115 028778 PI6119 028778 PI6121 028778	00	07/09/2014 07/09/2014 07/09/2014	001-1209-421.30-63 001-1209-421.30-63 001-1209-421.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	103.60 27.76 20.40	

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0006182	00	FREMONT TRUCK & AUTO PARTS INC						
146576		PI6120 028778	00	07/09/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	22.45	
146620		PI6122 028778	00	07/09/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	11.56	
146900		PI6124 028778	00	07/09/2014	001-2027-452.30-63	BLANKET PURCHASE ORDER	45.18	
146325		PI6116 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	33.00	
146458		PI6117 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	46.51	
146530		PI6118 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	22.33	
146773		PI6123 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	8.64	
146370		PI6225 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	389.30	
146953		PI6226 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	120.99	
147002		PI6227 028778	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	86.22	
						VENDOR TOTAL *	937.94	
0006263	00	GALE/CENGAGE LEARNING INC						
52234294		PI6151 028837	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	103.46	
52235794		PI6152 028837	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	47.23	
52313558		PI6153 028837	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	52.48	
						VENDOR TOTAL *	203.17	
0006118	00	GARAGE DOOR SERVICES INC - FREMONT						
97771		PI6074 029655	00	07/09/2014	001-1206-422.20-60	GENERAL	75.00	
97771		PI6075 029655	00	07/09/2014	001-1206-422.30-49	GENERAL	15.00	
						VENDOR TOTAL *	90.00	
0003498	00	GAYLORD BROS INC						
2285863		PI6095 030091	00	07/09/2014	001-2031-455.30-31	GENERAL	75.68	
2289621		PI6326 030091	00	07/09/2014	001-2031-455.30-31	GENERAL	75.03	
						VENDOR TOTAL *	150.71	
0001139	00	GERHOLD CONCRETE CO INC						
50344797		PI6091 030039	00	07/09/2014	001-2027-452.40-13	GENERAL	192.25	
50344797		PI6092 030039	00	07/09/2014	001-2027-452.40-13	GENERAL	192.25	
50344835		PI6025 028780	00	07/09/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	512.50	
50344926		PI6026 028780	00	07/09/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	276.00	
50345258		PI6027 028780	00	07/09/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	282.00	
50345530		PI6028 028780	00	07/09/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	410.00	
50346337		PI6295 028780	00	07/09/2014	012-2025-431.30-69	BLANKET PURCHASE ORDER	398.00	
						VENDOR TOTAL *	2,263.00	
0006396	00	HARMAN, MICHAEL ALLEN						
062414		PI6265 030081	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	60.65	
						VENDOR TOTAL *	60.65	
0006392	00	HEINEMAN, ALLISON						
062314		PI6266 030082	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	39.40	
062514		PI6267 030082	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	130.45	
						VENDOR TOTAL *	169.85	
9999999	00	HENDERSON, JENNIFER						

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9999999	00	HENDERSON, JENNIFER						
90445		HENDERSON000644	00	07/09/2014	001-0000-202.04-00	JENNIFER HENDERSON/SR CTR	100.00	
						VENDOR TOTAL *	100.00	
0006397	00	HENKENINS, NICHOLAS						
062314		PI6268 030083	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	39.40	
						VENDOR TOTAL *	39.40	
0006395	00	HEYWOOD, PHOENIX JAMES						
062314		PI6269 030084	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	54.40	
						VENDOR TOTAL *	54.40	
0001868	00	HOTSY EQUIPMENT CO						
253741		PI6340 030153	00	07/09/2014	012-2025-431.20-60	FIELD PURCHASE ORDER	220.00	
253741		PI6341 030153	00	07/09/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	164.13	
						VENDOR TOTAL *	384.13	
0001167	00	HY-VEE						
5604068613		PI6029 028781	00	07/09/2014	001-2029-451.30-41	BLANKET PURCHASE ORDER	17.04	
5604520367		PI6228 028781	00	07/09/2014	001-2029-451.30-41	BLANKET PURCHASE ORDER	12.48	
5604134613		PI6125 028781	00	07/09/2014	001-2031-455.30-41	BLANKET PURCHASE ORDER	29.90	
						VENDOR TOTAL *	59.42	
0003621	00	INGRAM LIBRARY SERVICES						
78510391		PI6155 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	16.37-	
79011071		PI6156 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	344.09	
79011072		PI6157 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	39.16	
79011073		PI6158 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	43.26	
79011074		PI6159 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	41.84	
79016658		PI6160 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	106.80	
79016659		PI6161 028842	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	173.48	
						VENDOR TOTAL *	732.26	
0001176	00	JENSEN TIRE CO						
287727		PI6126 028783	00	07/09/2014	001-2027-452.20-60	BLANKET PURCHASE ORDER	20.00	
287727		PI6127 028783	00	07/09/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	3.73	
						VENDOR TOTAL *	23.73	
0006271	00	LIBRARY IDEAS LLC						
38655		PI6324 029994	00	07/09/2014	001-2031-455.30-51	GENERAL	5,500.00	
						VENDOR TOTAL *	5,500.00	
0004744	00	LOGISTECH INC						
143102		PI6162 028843	00	07/09/2014	001-2031-455.30-51	BLANKET PURCHASE ORDER	64.81	
						VENDOR TOTAL *	64.81	
0001215	00	LOU'S SPORTING GOODS						
AAV742781-AX02		PI6080 029831	00	07/09/2014	001-2029-451.30-52	GENERAL	12.90	
AAV742788-AX15		PI6081 029831	00	07/09/2014	001-2029-451.30-52	GENERAL	141.90	

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0006400 062414	00	MULLIKEN, KELSEY PI6270 030085	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	17.40	
						VENDOR TOTAL *	17.40	
0005038 00533992	00	MUNICIPAL EMERGENCY SERVICE-FREMONT PI6280 030109	00	07/09/2014	001-1206-422.30-79	GENERAL	178.50	
						VENDOR TOTAL *	178.50	
9999999 061614	00	N PITLOR & SONS, INC N PITLOR000641	00	07/09/2014	001-1003-320.00-00	N PITLOR & SONS/K SCHULT	75.00	
						VENDOR TOTAL *	75.00	
0003368 24576 26034 26068 070714 072114	00	NEBR LIBRARY COMMISSION PI6181 029083 PI6182 029083 PI6183 029083 HILL PI6337 030147 OLSON PI6345 030174	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-2031-455.30-51 001-2031-455.30-51 001-2031-455.30-51 001-2031-455.20-13 001-2031-455.20-13	GENERAL GENERAL GENERAL GENERAL GENERAL	14.69- 38.59 1,330.41 10.00 10.00	
						VENDOR TOTAL *	1,374.31	
0005178 071714 071714	00	NEFSMA GOEDEKENPI6281 030118 SIMON PI6282 030118	00	07/09/2014 07/09/2014	001-1305-430.20-13 001-1305-430.20-13	GENERAL GENERAL	90.00 90.00	
						VENDOR TOTAL *	180.00	
9999999 94419	00	NELSON, LANA NELSON 000640	00	07/09/2014	001-0000-202.04-00	LANA NELSON/COMM RM DEP	50.00	
						VENDOR TOTAL *	50.00	
0003608 15057	00	NORTHEAST NEBR ECONOMIC DEV DIST PI6308 028878	00	07/09/2014	032-0787-490.20-99	BLANKET PURCHASE ORDER	280.36	
						VENDOR TOTAL *	280.36	
0006061 15732 15867	00	NTR CUSTOM METALS LLC PI6242 028793 PI6102 030126	00	07/09/2014 07/09/2014	001-2028-451.30-49 012-2025-431.40-20	BLANKET PURCHASE ORDER FIELD PURCHASE ORDER	28.20 773.01	
						VENDOR TOTAL *	801.21	
0001020 0397-205500 0397-203793 0397-205200 0397-203793 0397-204350 0397-204810 0397-204912 0397-204984 0397-205312 0397-205317	00	O'REILLY AUTOMOTIVE INC PI6041 028794 PI6033 028794 PI6243 028794 PI6034 028794 PI6035 028794 PI6036 028794 PI6037 028794 PI6038 028794 PI6039 028794 PI6040 028794	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-1206-422.30-44 001-1209-421.30-63 001-2027-452.30-63 012-2025-431.30-63 012-2025-431.30-63 012-2025-431.30-63 012-2025-431.30-63 012-2025-431.30-63 012-2025-431.30-63 012-2025-431.30-63	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	25.98 11.98 18.98 8.79 7.99 306.83 60.54 22.48 76.80 54.00-	

PROGRAM: GM339L

AS OF: 07/09/2014

CHECK DATE: 07/09/2014

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-205531		PI6244 028794	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	24.00-	
0397-206357		PI6245 028794	00	07/09/2014	012-2025-431.30-63	BLANKET PURCHASE ORDER	426.83	
						VENDOR TOTAL *	889.20	
0002888	00	OFFICENET						
740097-0		PI6094 030079	00	07/09/2014	001-1206-422.30-31	GENERAL	169.95	
741093-0		PI6285 030143	00	07/09/2014	001-2029-451.30-31	GENERAL	148.78	
741099-0		PI6286 030146	00	07/09/2014	001-2031-455.30-31	GENERAL	432.00	
740308-0		PI6327 030096	00	07/09/2014	001-2031-455.30-31	GENERAL	37.87	
740308-0		PI6332 030119	00	07/09/2014	001-2031-455.30-31	GENERAL	37.87	
741660-0		PI6288 030170	00	07/09/2014	034-0790-421.30-31	GENERAL	118.99	
						VENDOR TOTAL *	945.46	
0005674	00	OLSSON ASSOCIATES						
210763		PI6072 029461	00	07/09/2014	040-2037-452.45-20	FIELD PURCHASE ORDER	12,791.25	
						VENDOR TOTAL *	12,791.25	
0001842	00	OMAHA TRACTOR INC						
KT2254		PI6278 030100	00	07/09/2014	012-2025-431.30-56	FIELD PURCHASE ORDER	194.44	
						VENDOR TOTAL *	194.44	
0002948	00	ORIENTAL TRADING CO INC						
664341663-01		PI6110 030145	00	07/09/2014	001-2029-451.30-41	GENERAL	32.05	
664341663-01		PI6111 030145	00	07/09/2014	001-2029-451.30-79	GENERAL	123.53	
						VENDOR TOTAL *	155.58	
0001625	00	OTIS ELEVATOR COMPANY						
CO65208714		PI6047 028822	00	07/09/2014	001-1209-421.20-65	BLANKET PURCHASE ORDER	134.66	
						VENDOR TOTAL *	134.66	
0006394	00	PATRICK, MOLLY						
061714		PI6271 030086	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	22.00	
						VENDOR TOTAL *	22.00	
0006314	00	PEST PRO'S INC						
TRASTA 062314		PI6180 028948	00	07/09/2014	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
						VENDOR TOTAL *	25.00	
0001276	00	PEST-TROL						
18190		PI6252 028880	00	07/09/2014	001-2026-451.20-99	BLANKET PURCHASE ORDER	260.00	
18186		PI6176 028880	00	07/09/2014	012-2025-431.20-99	BLANKET PURCHASE ORDER	90.00	
18188		PI6177 028880	00	07/09/2014	029-2034-466.20-99	BLANKET PURCHASE ORDER	65.00	
						VENDOR TOTAL *	415.00	
0002919	00	PLATTE VALLEY EQUIPMENT LLC						
583458		PI6042 028795	00	07/09/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	12.50	
583867		PI6248 028795	00	07/09/2014	001-2027-452.30-56	BLANKET PURCHASE ORDER	100.50	
362660		PI6246 028795	00	07/09/2014	001-2042-440.20-60	BLANKET PURCHASE ORDER	26.40	

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City of Fremont

General Fund

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002919 362660	00	PLATTE VALLEY EQUIPMENT LLC PI6247 028795	00	07/09/2014	001-2042-440.30-56	BLANKET PURCHASE ORDER	30.69	
						VENDOR TOTAL *	170.09	
0005443 89947	00	PLIBRICO COMPANY LLC PI6088 029991	00	07/09/2014	001-1209-421.20-60	GENERAL	325.00	
						VENDOR TOTAL *	325.00	
0006199 3704 3659 3704	00	PREMIER STAFFING INC PI6316 029041 PI6066 029041 PI6317 029041	00	07/09/2014 07/09/2014 07/09/2014	001-1206-422.20-35 001-2027-452.20-35 001-2030-451.20-35	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	30.00 30.00 30.00	
						VENDOR TOTAL *	90.00	
0001630 1406170000	00	PROJECT HARMONY 0614PI6287 030169	00	07/09/2014	001-1209-421.20-99	GENERAL	150.00	
						VENDOR TOTAL *	150.00	
0006403 062514	00	PUSH, HAYLIE PI6272 030087	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	53.20	
						VENDOR TOTAL *	53.20	
0003505 74953108 74957307	00	RECORDED BOOKS INC PI6163 028847 PI6164 028847	00	07/09/2014 07/09/2014	001-2031-455.30-51 001-2031-455.30-51	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	129.20 56.90	
						VENDOR TOTAL *	186.10	
0003726 23061773	00	RESERVE ACCOUNT 062614PI6165 028848	00	07/09/2014	001-2031-455.20-11	BLANKET PURCHASE ORDER	800.00	
						VENDOR TOTAL *	800.00	
0001298 062714 061314 061314	00	ROGERS TENT & AWNING CO PI6284 030133 PI6200 030128 PI6201 030128	00	07/09/2014 07/09/2014 07/09/2014	001-2026-451.20-60 001-2029-451.20-60 001-2029-451.30-49	GENERAL GENERAL GENERAL	280.00 105.00 75.00	
						VENDOR TOTAL *	460.00	
9999999 91708	00	ROHLFS, JON ROHLFS 000642	00	07/09/2014	001-0000-202.04-00	JON ROHLFS/KEY DEPOSIT	30.00	
						VENDOR TOTAL *	30.00	
0002427 8161369 8127586 8164012	00	S & S WORLDWIDE INC PI6087 029944 PI6089 030013 PI6090 030013	00	07/09/2014 07/09/2014 07/09/2014	001-2029-451.30-79 001-2031-455.30-79 001-2031-455.30-79	GENERAL GENERAL GENERAL	119.90 240.29 49.99	
						VENDOR TOTAL *	410.18	
0001304 #2 P16013	00	SAWYER CONSTRUCTION CO PI6067 029100	00	07/09/2014	012-2032-431.45-20	FIELD PURCHASE ORDER	27,417.00	

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City of Fremont

General Fund

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001304	00	SAWYER CONSTRUCTION CO						
						VENDOR TOTAL *	27,417.00	
0003036	00	SHAFFER COMMUNICATIONS INC						
14-0947		PI6104 030137 00 07/09/2014			001-1209-421.20-11	GENERAL	15.00	
14-0947		PI6105 030137 00 07/09/2014			001-1209-421.20-60	GENERAL	111.00	
						VENDOR TOTAL *	126.00	
0001308	00	SHERWIN-WILLIAMS CO						
5423-3		PI6043 028799 00 07/09/2014			001-2027-452.30-49	BLANKET PURCHASE ORDER	186.36	
5701-2		PI6296 028799 00 07/09/2014			001-2027-452.30-49	BLANKET PURCHASE ORDER	145.96	
5746-7		PI6297 028799 00 07/09/2014			001-2027-452.30-49	BLANKET PURCHASE ORDER	36.49	
						VENDOR TOTAL *	368.81	
0001316	00	SIFFRING LANDSCAPING & GARDEN CTR						
22914		PI6131 028800 00 07/09/2014			001-2031-455.30-58	BLANKET PURCHASE ORDER	114.72	
23614		PI6132 028800 00 07/09/2014			001-2031-455.30-58	BLANKET PURCHASE ORDER	66.92	
						VENDOR TOTAL *	181.64	
0006410	00	SKATELAND 132ND STREET INC						
12040		PI6202 030150 00 07/09/2014			001-2029-451.20-16	GENERAL	758.00	
						VENDOR TOTAL *	758.00	
0006008	00	SPIES, HALEY						
062514		PI6283 030131 00 07/09/2014			001-2029-451.20-99	BLANKET PURCHASE ORDER	50.00	
						VENDOR TOTAL *	50.00	
0003375	00	STATE OF NEBRASKA - CELLULAR						
881238		PI6189 029985 00 07/09/2014			001-1004-424.30-33	GENERAL	227.34	
881238		PI6188 029906 00 07/09/2014			001-1011-419.30-56	BLANKET PURCHASE ORDER	214.00-	
881238		PI6178 028884 00 07/09/2014			001-1015-415.20-12	BLANKET PURCHASE ORDER	1,536.83	
881240		PI6179 028892 00 07/09/2014			034-0790-421.20-12	BLANKET PURCHASE ORDER	256.50	
						VENDOR TOTAL *	1,806.67	
0006320	00	STEVE HARRIS CONSTRUCTION INC						
#2 P12509		PI6068 029115 00 07/09/2014			012-2032-431.45-20	FIELD PURCHASE ORDER	499,811.14	
						VENDOR TOTAL *	499,811.14	
0006344	00	STEVEN P RUDA						
3656		PI6184 029509 00 07/09/2014			001-1013-432.20-99	FIELD PURCHASE ORDER	195.00	
						VENDOR TOTAL *	195.00	
0005078	00	SUN LIFE FINANCIAL						
JULY 2014		PI6314 028953 00 07/09/2014			060-0660-441.70-06	BLANKET PURCHASE ORDER	2,970.21	
JULY 2014		PI6315 028953 00 07/09/2014			060-0660-441.70-08	BLANKET PURCHASE ORDER	3,831.05	
						VENDOR TOTAL *	6,801.26	
0006261	00	SURVEY MONKEY INC						
062614		PI6197 030101 00 07/09/2014			001-2031-455.20-65	GENERAL	300.00	

BANK: 00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006401 062514	00	VOBEJDA, LEAH PI6276 030090	00	07/09/2014	001-2029-451.20-99	BLANKET PURCHASE ORDER	38.20	
						VENDOR TOTAL *	38.20	
0003337 4044511 4044601 4044601 4044601 4044601	00	WASTE CONNECTIONS INC 000649 PI6309 028890 PI6310 028890 PI6311 028890 PI6312 028890	00	07/09/2014 07/09/2014 07/09/2014 07/09/2014 07/09/2014	001-1013-432.20-21 001-1206-422.20-99 001-1209-421.20-99 001-1410-421.20-99 012-2025-431.20-99	JUNE 2014 BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	71,090.50 157.70 204.19 373.93 165.95	
						VENDOR TOTAL *	71,992.27	
0005116 12347	00	WIESE PLUMBING & EXCAVATING INC PI6186 029742	00	07/09/2014	001-2031-455.20-60	GENERAL	75.00	
						VENDOR TOTAL *	75.00	
0005115 061714	00	WRIGHT, NANCY L PI6045 028810	00	07/09/2014	001-1209-421.20-99	BLANKET PURCHASE ORDER	25.00	
						VENDOR TOTAL *	25.00	
		00 General Fund				BANK TOTAL *	705,109.21	20,529.59

PREPARED 07/02/2014, 11:46:35
PROGRAM: GM339L
City of Fremont
Employee Benefits

EXPENDITURE APPROVAL LIST
AS OF: 07/09/2014 CHECK DATE: 07/09/2014

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005708	00	REGIONAL CARE INC						
07/02/14	MANUAL000645		01	07/02/2014	060-0660-441.70-01	07/02/14 MANUAL CLAIMS	CHECK #: 100531	88,146.28
07/02/14	MANUAL000646		01	07/02/2014	060-0660-391.00-00	07/02/14 COBRA	CHECK #: 100531	1,765.00-
						VENDOR TOTAL *	.00	86,381.28
			01	Employee Benefits		BANK TOTAL *	.00	86,381.28

PREPARED 07/02/2014, 11:46:35
PROGRAM: GM339L
City of Fremont
Special Revenue

EXPENDITURE APPROVAL LIST
AS OF: 07/09/2014 CHECK DATE: 07/09/2014

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001131	00	FREMONT TRIBUNE						
74259		PI6064 028873	02	07/09/2014	011-2059-465.20-33	BLANKET PURCHASE ORDER	4.58	
						VENDOR TOTAL *	4.58	
			02	Special Revenue		BANK TOTAL *	4.58	

PREPARED 07/02/2014, 11:46:35
PROGRAM: GM339L
City of Fremont
CDBG Clearing

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003608	00	NORTHEAST NEBR ECONOMIC DEV DIST						
15003		PI6307 028878	08	07/09/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	540.00	
15031		PI6335 030140	08	07/09/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	570.00	
15041		PI6336 030140	08	07/09/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,110.00	
15050		PI6347 028878	08	07/09/2014	031-0782-465.20-99	BLANKET PURCHASE ORDER	1,800.00	
						VENDOR TOTAL *	4,020.00	
		08 CDBG Clearing				BANK TOTAL *	4,020.00	

PREPARED 07/02/2014, 11:46:35
PROGRAM: GM339L
City of Fremont
E911

EXPENDITURE APPROVAL LIST
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VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
<hr/>									
0002675	00	CENTURYLINK (QWEST)							
4026440105	0614	PI6301	028870	09	07/09/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	1,793.35	
4027272600	0614	PI6302	028870	09	07/09/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	90.99	
VENDOR TOTAL *								1,884.34	
0003087	00	EAKES OFFICE PLUS INC							
6427937-0		PI6330	030103	09	07/09/2014	033-0789-421.30-31	GENERAL	59.58	
VENDOR TOTAL *								59.58	
0000930	00	GREAT PLAINS COMMUNICATIONS INC							
9926520001	0614	PI6298	028812	09	07/09/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
VENDOR TOTAL *								92.32	
0003375	00	STATE OF NEBRASKA - CELLULAR							
881288		PI6313	028892	09	07/09/2014	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
VENDOR TOTAL *								768.00	
09 E911								BANK TOTAL *	2,804.24

PREPARED 07/02/2014, 11:46:35
PROGRAM: GM339L
City of Fremont
Community Development Agency of COF

EXPENDITURE APPROVAL LIST
AS OF: 07/09/2014 CHECK DATE: 07/09/2014

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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001131	00	FREMONT TRIBUNE						
74252		PI6062 028873	13	07/09/2014	017-0730-465.20-33	BLANKET PURCHASE ORDER	5.89	
						VENDOR TOTAL *	5.89	
			13		Community Development Agency of COF	BANK TOTAL *	5.89	
						HAND ISSUED TOTAL ***		86,381.28
						EFT/EPAY TOTAL ***		20,529.59
						TOTAL EXPENDITURES ****	711,943.92	106,910.87
					GRAND TOTAL	*****		818,854.79

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Director of Finance

DATE: July 10, 2014

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, the monthly reports are not available until mid-month. This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None

#10

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
June 30, 2014

Account Name	Statement ending balances							
				Cornerstone	NE Land	Nebraska		
	Fremont National Bank	First State Bank	Pinnacle Bank of Fremont	Bank, Columbus	Bank, North Platte	Public Investment Trust	BANCORP	
Governmental								
<u>Checking/Money Market</u>								
City Treasurer	\$ 5,902,286							
City Treasurer-M Mkt	\$ 5,031,024							
City Treasurer						\$ 2,937,986		
Special Revenue		\$ 42,899						
Econ Development -						\$ 3,112,126		
Infrastructure - Sales Tax						\$ 1,694,911		
Insured M MKT ** -Sales Tax		\$ 2,132,376						
Public Safety - Sales Tax						\$ 3,361		
Streets - Sales Tax						\$ 198,903		
Streets - M Mkt			\$ 2,374,950					
Tax Relief - Sales Tax						\$ 195		
Community Development Agy	\$ 64,608							
Keno			\$ 161,653					
Keno - Npait M Mkt						\$ 345,916		
CDBG Clearing	\$ 6,902							
E911	\$ 496,702							
Drug Task	\$ 256,926							
Employee Benefits			\$ 633,441					
Work Comp			\$ -					
Employee Benefits							\$ 7,145	
Total Checking/Money Market	\$ 11,758,448	\$ 2,175,275	\$ 3,170,044	\$ -	\$ -	\$ 8,293,399	\$ 7,145	
<u>CD Investments</u>								
General fund			\$ 350,000		\$ 20,773			
Sales Tax/Public Safety fund				\$ 1,000,000				
Sales Tax/Infrastructure fund			\$ 1,900,000					
Sales Tax/Streets fund			\$ 1,850,000	\$ 500,000				
Sales Tax/LB840 fund								
Street fund			\$ 900,000	\$ 1,850,000				
KENO fund				\$ 250,000				
Trust Fund			\$ 125,000	\$ 50,000				
E911			\$ 50,000					
Special assessment Fund			\$ 500,000					
Employee Benefits			\$ 1,550,000					
Work Comp			\$ 650,000					
Total CD Investments	\$ -	\$ -	\$ 7,875,000	\$ 3,650,000	\$ 20,773	\$ -	\$ -	
Total Governmental deposits	\$ 11,758,448	\$ 2,175,275	\$ 11,045,044	\$ 3,650,000	\$ 20,773	\$ 8,293,399	\$ 7,145	
					Grand total	\$ 36,950,083		

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
June 30, 2014

Account Name	Statement ending balances							
	Fremont National Bank	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust	BANCORP	
Proprietary Funds								
<u>Checking/Money Market</u>								
Combined Utilities Fund	\$ 7,060,269							
Electric Fund	\$ 1,058,309							
Comb Util Funds/Construction	\$ 1,465,243							
Electric Funds						\$ 6,002,543		
Water Project Bond Acct	\$ 80,067							
Department of Utilities			\$ 665,274					
Sewer Improvement	\$ 3,375							
Sewer Funds						\$ 2,000,700		
Gas Fund						\$ 2,024,830		
Total Checking/Money Market	\$ 9,667,264	\$ -	\$ 665,274	\$ -	\$ -	\$ 10,028,074	\$ -	
<u>CD Investments</u>								
Electric			\$ 13,852,800	\$ 1,596,000				
Water			\$ 875,000					
Sewer			\$ 1,600,000					
Gas			\$ 3,000,000					
Total CD Investments	\$ -	\$ -	\$ 19,327,800	\$ 1,596,000	\$ -	\$ -	\$ -	
Total Proprietary deposits	\$ 9,667,264	\$ -	\$ 19,993,074	\$ 1,596,000	\$ -	\$ 10,028,074	\$ -	
Grand total						\$ 41,284,411		
Grand total, all funds	\$ 21,425,712	\$ 2,175,275	\$ 31,038,118	\$ 5,246,000	\$ 20,773	\$ 18,321,473	\$ 7,145	
Grand total						\$ 78,234,494		

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director, Public Works Department

DATE: July 2, 2014

SUBJECT: Traffic Sign Requests

Recommendation: Move to approve Resolution.

Background: The Public Works Department has recently received requests for changes to signs in several locations in the City. Staff has formed a committee of representatives from the Police Department, Street Department, Engineering Department and the Director of Public Works to review the requests on a monthly basis to process recommendations to the City Council. Notes from the traffic control device committee review meeting are attached to this memo.

The committee recommends stops signs be placed at the intersection of Jones Drive and Wyoming Avenue in the North and South facing directions. The proposed stop signs will replace yield signs presently in this location.

#11

RESOLUTION NO. 2014-126

A Resolution of the City Council of the City of Fremont, Nebraska that stop signs be erected at Jones Drive and Wyoming Avenue.

BE IT RESOLVED: That the City Council finds it necessary for the general public's safety and welfare to install stop signs on Wyoming Avenue at Jones Drive.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

Traffic Control Device Committee Meeting Notes

July 1, 2014

Items to Review:

- Request for stop signs at Jones Drive and Wyoming Avenue.
- Request for no parking signs at Deerfield Avenue and Wilmont Street.
- Complaints of sight distance obstructions at Clarkson Street and 19th Street.

Meeting Discussion:

Request for stop signs at Jones Drive and Wyoming Avenue.

A letter was received by the City with signatures from concerned homeowners regarding the safety of this intersection. The letter requests the City consider replacing the existing yield signs at this intersection with stop signs. (see attached letter) The concern is that drivers are not properly yielding to oncoming traffic, and there have been accidents and near accidents as a result.

The design reference for the placing of signs on public right of ways is the "Manual on Uniform Traffic Control Devices" MUTCD. The MUTCD allows for either yield or stop signs at this type of intersection, but the manual makes reference to the existence of cross walks, schools, and traffic accidents in or near the intersection as being warrants for the placement of stop signs. Millikan School is adjacent to the intersection and there are marked cross walks in the intersection.

Upon review there are numerous similar intersections in this neighborhood that are marked with yield signs as opposed to stop signs. The committee reviewed the signage in the entire Washington Heights neighborhood, from Somers Ave. to Ridge Road, and from 23rd Street to Woods Drive.

It is the Committee's recommendation, the City Council authorize staff to replace the yield signs at Jones Drive and Wyoming Avenue in the north and south directions with stop signs. The committee continued the consideration of replacing the other yield signs in the neighborhood until such time as the administration of the Milliken School could be contacted for their consideration and input.

Request for no parking signs in the intersection of Deerfield Avenue and Wilmont Street.

An adjacent homeowner has requested the City consider placing no parking signs on the east and west approaches of Deerfield Avenue at Wilmont Street. The homeowner's concern is that vehicles parking close to the intersection are causing a sight distance issue for northbound vehicles turning off of Wilmont. The Police Department has likewise received comments from other homeowners regarding speeders on Wilmont Drive.

There do not appear to be any City or State regulations regarding the parking of vehicle near intersections when there are no marked cross walks or stop signs. This intersection has neither.

It was the Committees decision to not recommend parking restrictions at this location and to monitor the neighborhood for speeders in the future. At such time as the land adjacent to this neighborhood should develop, the committee should consider the placement of additional traffic signage.

Complaint of sight distance obstructions at Clarkson Street and 19th Street.

A complaint was received at the Engineering Department regarding sight distance issues at this intersection. The property owner is concerned over the number of accidents occurring at this intersection, and feels they are mostly due to sight distance issues with existing trees obstructing the view of Clarkson Street from the vehicles moving east and west on 19th. There are large trees in this location that do block the view of oncoming traffic. Police records indicate there has been an increase in accidents at this intersection over the last two years. The cause of the increase is undetermined at this time.

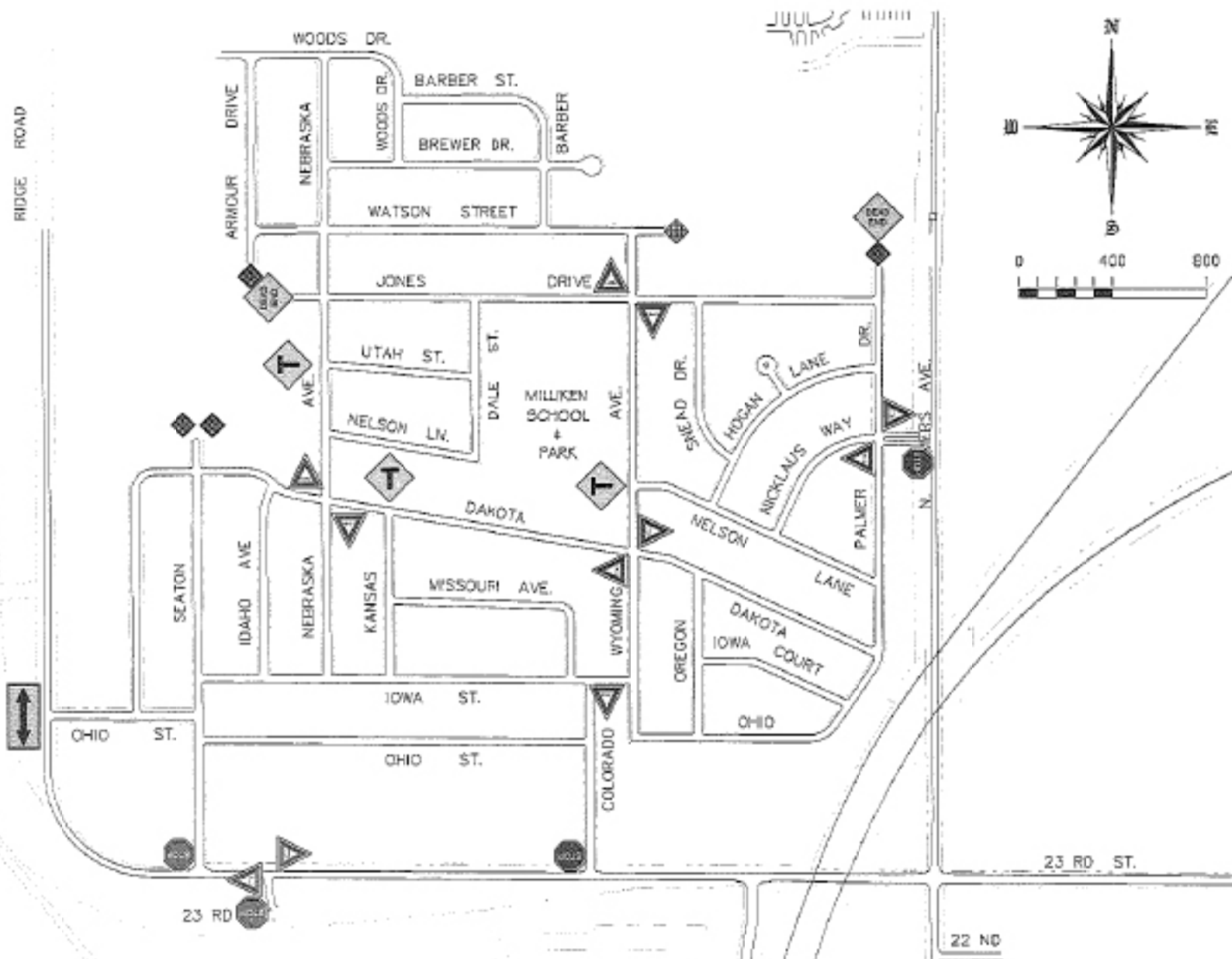
City code stipulates that fences and landscaping be kept back 30 feet in either direction from an intersection. The trees in question are on the City's right of way and do fall within the 30 foot setback. (see attached photo) The trees are quite large and have been there for many years.

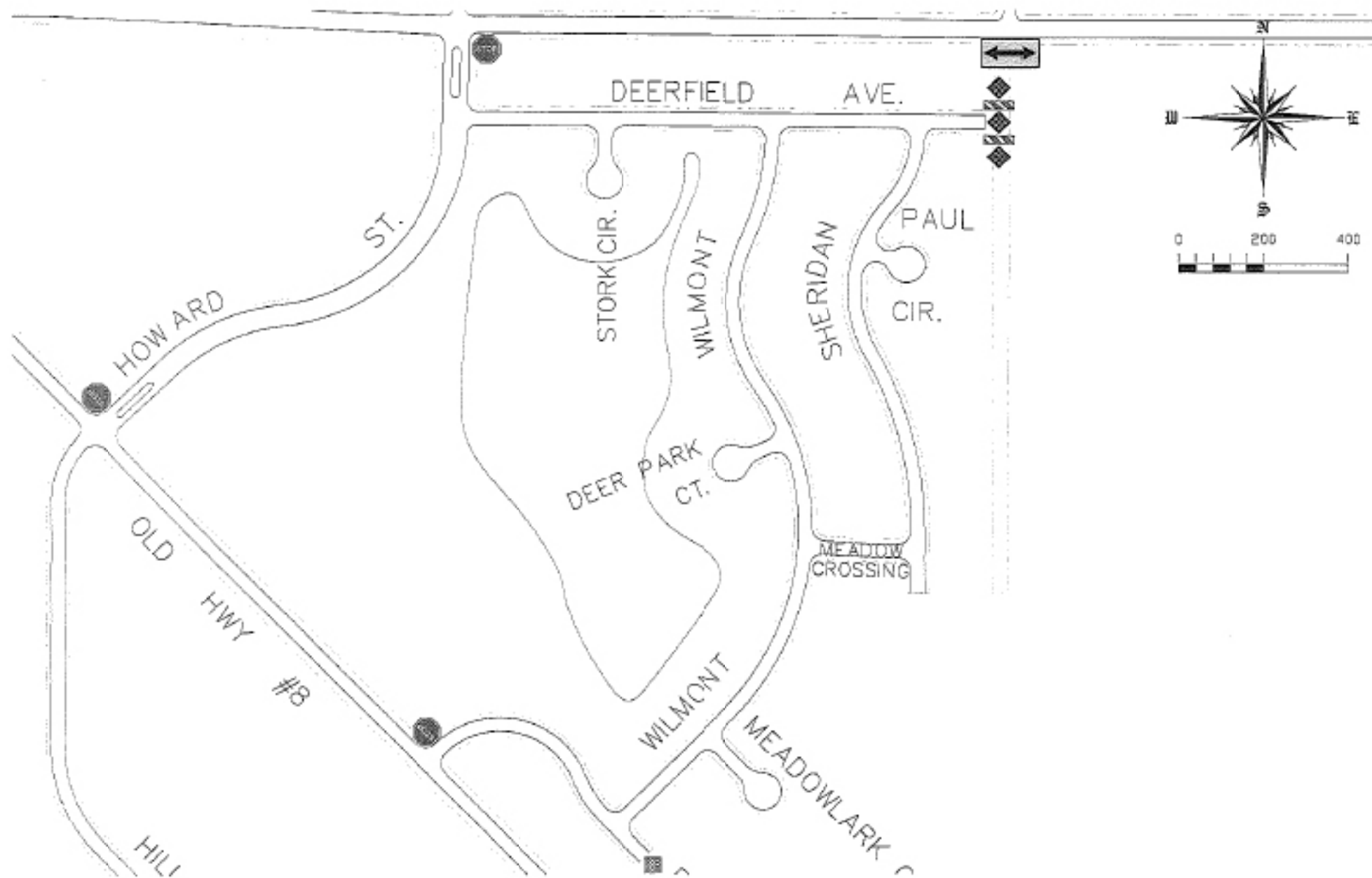
The potential options at this location, are to either remove two large trees from the right of way or place a four way stop at this intersection. It is the committee's recommendation the City make no changes at this time and continue to monitor this intersection to get a better determination into the cause of the increase in accidents.

A handwritten signature in black ink, appearing to read "David Goedeken", is written over a horizontal line.

David Goedeken, P.E.
Director of Public Works

23 rd ST.





C STREET

UNION STREET

18TH STREET

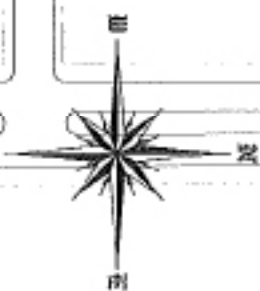
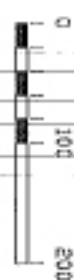
19TH STREET

20TH STREET

CLARKSON STREET

IRVING STREET

PLATTE STREET



Letter of Concern

We, the undersigned residents, living in the neighborhood of the intersection of Jones Drive and Wyoming Avenue, respectfully request that the City of Fremont explore the possibility of replacing the current yield signs at this intersection with stop signs.

Many of us in this neighborhood have personally been involved in, or have witnessed many "near misses" and actual accidents at this intersection.

Many drivers do not even slow down and observe the yield signs. It is our feeling that stop signs would be more effective in regulating this intersection.

Besides the concern for vehicle accidents and their possible injuries, we are concerned for the safety of the many Milliken Park and students from the Middle School and Johnson Crossing children in this area during the school year.

Please give this matter serious thought and consideration. The cost of the replacement of two signs seems like a small price to pay for citizen safety.

Respectfully submitted by the undersigned citizens of Fremont;

Richard B. McIntyre Royce Walter
Rick A. McKenzie Wayne Stiller
Timothy A. Waniel Linda Stiller
Cheryl P. Waniel Pat Van Dyke
Joan Wind John Benson Rick Watzel
Nick Vukobratovic Susan Benson Peggy Watzel
B. Kirkpatrick Becky Scheef
Lain Kirkpatrick Mark Gil
Marnita Mueller Lacey Anderson
Ray Bear Gerald J. Anderson

(over)



Stop Bar



Between Stop Bar and Intersection



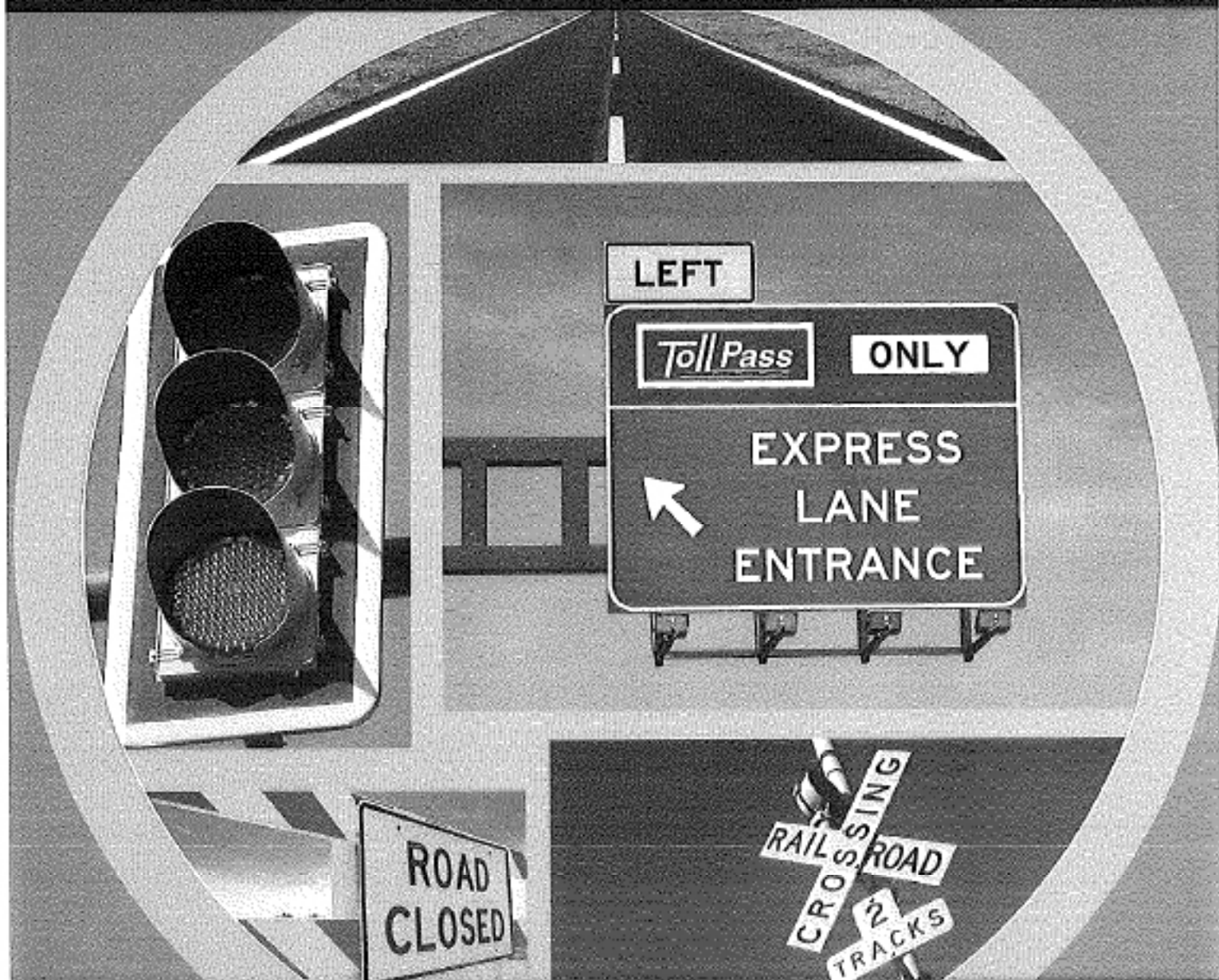
Pulling forward to the Intersection

Manual on Uniform Traffic Control Devices

for Streets and Highways

2009 Edition

Including Revision 1 dated May 2012
and Revision 2 dated May 2012



U.S. Department of Transportation
Federal Highway Administration

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director, Public Works Department

DATE: July 2, 2014

SUBJECT: Oversized Driveway for Dan Varilek of Empire Builder

Recommendation: Move to approve Resolution.

Background: Dan Varilek of Empire Builder, located at 520 West South Street seeks to finish the dirt frontage at his business by constructing a 50' wide approach. The east side of the approach will include removing some existing broken curb edge and the west side of the approach will line up with the west side of the garage doors for the facility.

The City of Fremont Municipal Code Section 8-501 allows a maximum width driveway of 32 feet and states that driveway widths in excess of 32 feet shall require approval of the Public Works Director and the City Council.

The 50' wide approach will allow for easier and safer access to back tractor trailers into this industrial use. The change will create a concrete apron between the West South Street and this property instead of the existing dirt driveway. This should help limit the amount of dirt and gravel entering the street for this property.

Fiscal Impact: n/a

#12

RESOLUTION NO. 2014-127

A Resolution of the City Council of the City of Fremont, Nebraska, approving a 50 feet wide approach at 520 W South Street.

WHEREAS, Dan Varilek has requested City Council permission to construct a 50 feet wide approach; and,

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council approve Dan Varilek's request to construct a 50 feet wide approach.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIM VOLK, CITY CLERK/TREASURER

DATE: JULY, 3, 2014

SUBJECT: CONSUME ALCOHOL

Recommendation: Approve Resolution permitting consumption of alcohol on City property

Background: Per State Statute consumption of alcohol on public property must be approved by the local government.

#13

RESOLUTION NO. 2014-128

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, APPROVING CONSUMPTION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AS FOLLOWS: CHRISTENSEN FIELD (10/9/14)

Requestor:
Bob Diers

Date:
October 9, 2014

Purpose:
dinner

City Property:
Christensen Field

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

CITY OF
FREMONT
NEBRASKA PATHFINDERS

PERMISSION TO CONSUME ALCOHOL ON CITY PROPERTY FORM

RETURN FORM **IMMEDIATELY** TO THE OFFICE OF THE CITY CLERK. EMAIL, FAX OR MAIL THE FORM:

CITY CLERK, 400 EAST MILITARY, FREMONT NE 68025

FAX: 402.727.2778

KIM.VOLK@FREMONTNE.GOV OR LYNNE.MCINTOSH@FREMONTNE.GOV

You cannot consume alcohol on City property without City Council approval. City Council meets the 2nd and last Tuesday of every month. Agenda deadline is Thursday before the meeting.

On behalf of Sportsmen Stag Shoot, I respectfully request permission
Organization or Individual
to consume alcohol beverages on Oct 9, 2014 at Christensen Field
Date Location
for a Dinner following trap shoot.
Type of Event

****Please indicate which facility you will be renting****



Christensen Field or City Auditorium

I understand that I must contract with a retail liquor license holder to procure a **special designated permit** from the City Council and the Nebraska Liquor Control Commission. The City Council meets the 2nd and last Tuesday of every month. The alcohol caterer can advise you of necessary time frames or you can call the City Clerk's office with questions regarding Special Designated Permits at 402/727-2633. I further understand that I must hire security for the event in the number as required by the Parks and Recreation Department and the Chief of Police. The security must be hired at least two weeks prior to the event.



Moller Center

I understand that I have been designated as the individual responsible for ensuring that minors are not served alcoholic beverages at this event. If there is an exchange of money for alcohol or setups or the event is open to the public (not by invitation only) and liquor is consumed on any basis, you need a Special Designated Permit from the City Council and the Nebraska Liquor Control Commission as described above.

I have read and understand the printed requirements for the facility that I have indicated above:

Bob Diers
Print Name

Bob Diers
Signature

1837 Frederiksen Street
Address City State & Zip

402-721-7487
Phone

Fremont, NE 68025
Revised 6/12

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KIMBERLY VOLK, CITY CLERK/TREASURER

DATE: July 3, 2014

SUBJECT: SPECIAL DESIGNATED PERMIT

Recommendation: Move to approve Resolution

Background: Events will be monitored for compliance with all rules and regulations.

#14

RESOLUTION NO. 2014-129

A Resolution of the City Council of the City of Fremont, Nebraska, approving Special Designated Permit applications for Burtonian Enterprises (7/18-20/14 and 8/8-10/14); DeSauce Developments (7/26/14).

RESOLVED: That the Fremont City Council approve the applications for a Special Designated permit as outlined herein:

<u>Requester</u>	<u>Property</u>	<u>Date</u>	<u>Purpose</u>
Burtonian Enterprises	1682 East 23rd Ave North	July 18,19 & 20, 2014	beer garden
Burtonian Enterprises	1682 East 23rd Ave North	August 8, 9 & 10, 2014	beer garden
DeSauce Developments	925 North Broad	July 26, 2014	reception

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

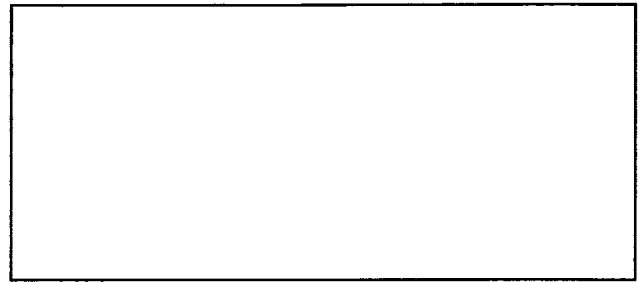
ATTEST:

Scott Getzschman, Mayor

Lynne McIntosh, CMC
Deputy City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

CK-088370

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Burtonian Enterprises L.L.C. DBA Tin Lizzy Tavern

ADDRESS: 1682 E. 23rd Ave North

CITY Fremont

ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Tin Lizzy Tavern (Park Lot)

ADDRESS: 1682 E. 23rd Ave North CITY Fremont

ZIP 68025 COUNTY and COUNTY# Dodge 5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>7-18-14</u>	Date <u>7-19-14</u>	Date <u>7-20-14</u>	Date	Date	Date
Hours	Hours	Hours	Hours	Hours	Hours
From <u>10:00 a.m.</u>	From <u>10:00 a.m.</u>	From <u>10:00 a.m.</u>	From	From	From
To <u>1:00 a.m.</u>	To <u>1:00 a.m.</u>	To <u>1:00 a.m.</u>	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☒ Reception ☐ Fund Raiser ☒ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** 400 x 400

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

___ Fence; ☒ snow fence ☐ chain link ☐ cattle panel
___ other _____

___ Tent

8. How many attendees do you expect at event? 300

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

All guests will have I.D. checked at door by security

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? **YES** ☒ **NO** ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ **Retailer** ☐ **Both** ☐ **BYO** ☐
(includes wineries)

12. Will there be any games of chance operating during the event? **YES** ☐ **NO** ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tim Valentine

Signature of Event Supervisor Tim Valentine

Event Supervisor phone: Before 402-459-0005 During 402-459-0005
Email address valentine.tim65@gmail.com

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Mitchell J. Burt
Authorized Representative/Applicant

Owner
Title

6-23-14
Date

Mitchell J. Burt
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.



A hand-drawn site plan showing three rectangular areas. The top area is labeled 'Beer Garden' and 'Roughly 400 x 400'. Below it is a smaller rectangle labeled 'Smoking Patio'. At the bottom is a rectangle labeled 'Tin Lizzy Tavern'. The 'Beer Garden' and 'Smoking Patio' are connected by a horizontal line with two short vertical tick marks on the left. The 'Smoking Patio' and 'Tin Lizzy Tavern' are connected by a horizontal line with four short vertical tick marks on the right. A label '- Main Door' is written vertically next to the rightmost tick mark.

Beer Garden

Roughly
400 x 400

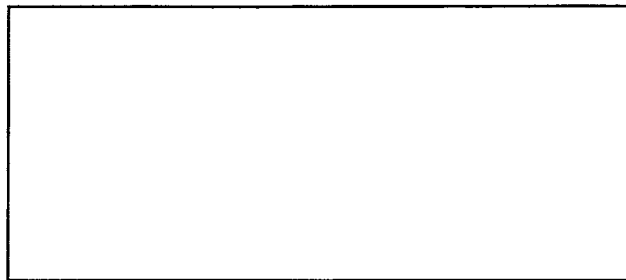
Smoking Patio

- Main Door

Tin Lizzy Tavern

APPLICATION FOR SPECIAL
DESIGNATED LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☒ NO ☐

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

CK-088370

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Burtonian Enterprises LLC. DBA Tin Lizzy Tavern

ADDRESS: 1682 E. 23rd Ave North

CITY Fremont

ZIP 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME Tin Lizzy Tavern (Parking Lot)

ADDRESS: 1682 E 23rd Ave North CITY Fremont

ZIP 68025 COUNTY and COUNTY# Dodge, 5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>8-8-14</u>	Date <u>8-9-14</u>	Date <u>8-10-14</u>	Date _____	Date _____	Date _____
Hours From <u>9:00 a.m.</u>	Hours From <u>9:00 a.m.</u>	Hours From <u>9:00 a.m.</u>	Hours From _____	Hours From _____	Hours From _____
To <u>1:00 a.m.</u>	To <u>1:00 a.m.</u>	To <u>1:00 a.m.</u>	To _____	To _____	To _____

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☐ Reception ☐ Fund Raiser ☒ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** 400 x 400

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

___ Fence; ☒ snow fence ☐ chain link ☐ cattle panel
___ other _____

___ Tent

8. How many attendees do you expect at event? _____

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

All guests will have I.D. checked at door by Security

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler _____ **Retailer** _____ **Both** _____ **BYO** _____
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tim Valentin

Signature of Event Supervisor *Tim Valentin*

Event Supervisor phone: Before 402-459-0005 During 402-459-0005
Email address valentintim65@gmail.com

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Mitchell J. Bust

Authorized Representative/Applicant

owner

Title

6-23-14

Date

Mitchell J. Bust

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

A hand-drawn site plan consisting of three rectangular areas. The top area is the largest and contains the text 'Beer Garden' and 'Roughly 400 x 400'. Below it is a smaller rectangle labeled 'Smoking Patio'. At the bottom is another rectangle labeled 'Tin Lizzy Tavern'. The 'Beer Garden' and 'Smoking Patio' rectangles are connected by a horizontal line with two short vertical tick marks on each side. The 'Smoking Patio' and 'Tin Lizzy Tavern' rectangles are connected by a horizontal line with four short vertical tick marks on each side. To the right of this connection line, the text '- Main Door -' is written vertically.

Beer Garden

Roughly
400 x 400

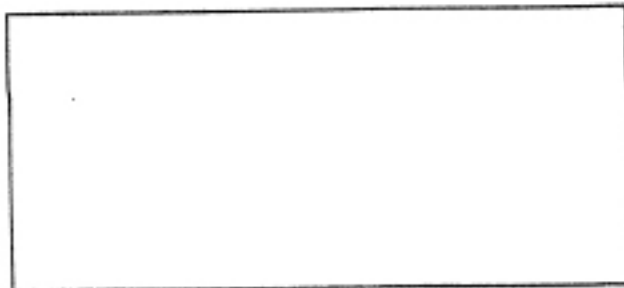
Smoking Patio

- Main Door -

Tin Lizzy Tavern

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☒

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

CK43172

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: DeSauce Developments wooden Windmill (Inspiro)

ADDRESS: 1155 So. Broad

CITY: Fremont NE ZIP: 68025

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME: City Auditorium

ADDRESS: 925 N. Broad CITY: Fremont

ZIP: 68025 COUNTY and COUNTY #: Dodge #5

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☒ NO ☐

c. Is this location within 300' of any university or college campus?

YES ☒ NO ☐

5. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>July 26th 2014</u>	Date	Date	Date	Date	Date
Hours From <u>9:00 AM</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>1:00 AM</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____

(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance
 ☒ Reception
 ☐ Fund Raiser
 ☐ Beer Garden
 ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** 84' x 100'
 (not square feet or acres)

*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____

***SKETCH OF OUTDOOR AREA** (or attach copy of sketch)

If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☐ chain link ☐ cattle panel ☐ other _____
☐ Tent

8. How many attendees do you expect at event? 250+

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Security Bands for Wrist, Special cups

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☐ Both ☐ BYO ☐
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor

Tia K Mentzer

Signature of Event Supervisor

Tia K Mentzer

Phone of Event Supervisor: Before

402-719-4248

During

Same

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License

sign
here

Tia K Mentzer
Authorized Representative/Applicant

Catering Manager 7-1-14
Title Date

Tia K Mentzer
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dale Shotkoski, City Administrator

DATE: July 1, 2014

SUBJECT: Extension of listing agreement with CB Richard Ellis/MEGA for marketing the Fremont Technology Park

Recommendation: Approve Resolution

Background: The City and CB Richard Ellis/MEGA have an existing listing contract for the Fremont Technology Park which expires at the end of the month. The Contract needs to be extended in order for CBRE/MEGA to continue the listing.

Fiscal Impact: Commission deducted from lease or sale price of property.

#15

RESOLUTION NO. 2014-130

A Resolution of the City Council of the City of Fremont, Nebraska, approving the listing agreement extension with CB Richard Ellis/MEGA for marketing the Fremont Technology Park and authorizing the Mayor to execute all related documents.

RESOLVED that the Fremont City Council approve the extension agreement with CB Richard Ellis/MEGA for marketing the Fremont Technology Park and authorize the Mayor to execute all related documents.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

EXTENSION AGREEMENT

For and in consideration of the mutual agreements herein, the undersigned do hereby agree to extend that certain listing agreement commencing July 1, 2012 to sell the property known as:

Fremont Technology Park
29th Street and North Yager Road
Fremont, Nebraska

for an additional period of time until June 30, 2015. All other terms and conditions of the original listing shall remain the same.

DATED this _____ of _____ June _____, 2014

CB Richard Ellis|MEGA

By: 
Chad Hansen

LANDLORD: City of Fremont

By: _____
Scott Getzschman - Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: July 2, 2014

SUBJECT: Fireworks request for September 6, 2014

Recommendation: Move to approve Resolution.

Background: Request has been made for a fireworks display at a wedding event to be held at Christensen Field on September 6, 2014. Similar requests have been approved in the past with the requirement of liability insurance. This will be the only event at Christensen Field that evening. Fireworks are scheduled for approximately 9:30 p.m. and should last approximately fifteen minutes. The Park and Recreation Board did not meet in July and therefore the request was given to directly to Council for consideration due to time constraints. Council to consider request per FMC 7-303.

Fiscal Impact: n/a

#16

Resolution No. 2014-131

A Resolution by the City Council of the City of Fremont, Nebraska, approving the request for a fireworks display at Christensen Field on September 6, 2014 per Fremont Municipal Code 7-303.

WHEREAS: Don Halladay has requested to use Christensen Field on September 6, 2014 for a fireworks display at a wedding reception; and,

WHEREAS: Similar requests have been approved in the past and require consideration and approval from the City Council per Fremont Municipal Code 7-303; and,

WHEREAS: Approval of request is contingent upon receipt of \$1,000,000 insurance certificate with the applicant as primary insurance and the City of Fremont as additional insured and this resolution shall serve as the written agreement for said insurance.

NOW THEREFORE, BE IT RESOLVED: That the Mayor and City Council approve the request to hold a fireworks display at Christensen Field on September 6, 2014 for a wedding reception.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

To Fremont City Council, Kimberly Volk

My name is Don Halladay. I am a licensed public display operator in the State of Nebraska and am seeking permission to conduct a post wedding fireworks show at Christensen Field on Sept 6, 2014. The Display will be insured and would be conducted northeast of the campground area east of the arena.

Thank you for your time,

Don Halladay
1435 E Military Ave.
Fremont NE, 68025

(402) 720-8624
(License # 12-03/027)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dan Seder, Director of Parks and Recreation

DATE: June 26, 2014

SUBJECT: Nebraska Department of Motor Vehicles Use of Memorial Parking Lot

Recommendation: Move to approve Resolution.

Background: The Nebraska Department of Motor Vehicles would like to continue using the far eastern parking area at Memorial Stadium for a site to administer a motorcycle driver license skills test. This would be conducted during the day, when the lot is not needed for extracurricular activities. The City Attorney has reviewed the agreement and has given his approval

Fiscal Impact: There is no fiscal impact to the City

#17

Resolution No. 2014-132

A RESOLUTION OF THE CITY COUNCIL OF FREMONT, NEBRASKA, TO AUTHORIZE EXECUTION OF A HOLD HARMLESS AGREEMENT WITH NEBRASKA DEPARTMENT OF MOTOR VEHICLES TO CONDUCT MOTORCYCLE LICENSE SKILLS TEST IN PARKING LOT OF MEMORIAL FIELD STADIUM.

WHEREAS, there is a need for Nebraska Department of Motor Vehicles to conduct motorcycle skills tests in the City of Fremont, and

WHEREAS, the parking lot provides the necessary space and is available for use and has been used previously by the Nebraska Department of Motor Vehicles, and

WHEREAS, a Hold Harmless Agreement was received on June 11, 2014, and the City Attorney reviewed the agreement.

NOW THEREFORE BE IT RESOLVED: That the Hold Harmless Agreement with the Nebraska Department of Motor Vehicles be accepted; and, the Mayor and City Council be and are authorized to enter into an agreement as approved by the City Attorney with said firm to provide a site for motorcycle license skills testing.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

**HOLD HARMLESS AGREEMENT
AND RESPONSIBILITY FOR DAMAGES AT CITY OF FREMONT BY THE
NEBRASKA DEPARTMENT OF MOTOR VEHICLES**

EXTENSION 2

INTRODUCTION

This extension of the above agreement is entered into by and between the Nebraska Department of Motor Vehicles (hereinafter "DMV") and the City of Fremont (hereinafter "City"). The purpose of this extension is to continue the agreement between the parties first effective on June 8, 2010, by which the City agreed to permit the DMV to conduct motorcycle driver license skills tests at the football field parking lot, 9th and Lincoln, Fremont, Nebraska.

TERM

This agreement extension shall take effect upon the date that authorized representatives of both parties have signed, whichever date is later. It shall remain in effect for two years or until amended or terminated as provided in the original contract.

SCOPE OF EXTENSION

The Agreement is extended as specified in the TERM provision above, pursuant to subsection 3 of the original contract.

All provisions of the original Agreement shall remain in full force and effect.

EXECUTED by the duly authorized representatives of the parties on the dates indicated below.

BY: *Rhonda K. Lahm*
Rhonda Lahm, Director
State of Nebraska
Department of Motor Vehicles

BY: _____
Scott Getzschman, Mayor
Fremont, Nebraska

DATE: 13 June 2014

DATE: _____

APPROVED AS TO FORM *[Signature]*

**HOLD HARMLESS AGREEMENT
AND RESPONSIBILITY FOR DAMAGES AT CITY OF FREMONT BY THE
NEBRASKA DEPARTMENT OF MOTOR VEHICLES**

EXTENSION 1

INTRODUCTION

This extension of the above agreement is entered into by and between the Nebraska Department of Motor Vehicles (hereinafter "DMV") and the City of Fremont (hereinafter "City"). The purpose of this extension is to continue the agreement between the parties first effective on June 8, 2010, by which the City agreed to permit the DMV to conduct motorcycle driver license skills tests at the football field parking lot, 9th and Lincoln, Fremont, Nebraska.

TERM

This agreement extension shall take effect upon the date that authorized representatives of both parties have signed, whichever date is later. It shall remain in effect for two years or until amended or terminated as provided in the original contract.

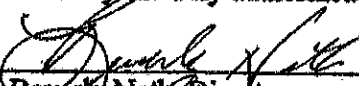
SCOPE OF EXTENSION

The Agreement is extended as specified in the TERM provision above, pursuant to subsection 3 of the original contract.

All provisions of the original Agreement shall remain in full force and effect.

EXECUTED by the duly authorized representatives of the parties on the dates indicated below.

BY:


Beverly Neft, Director
State of Nebraska
Department of Motor Vehicles

BY:


Scott Getzschman, Mayor
Fremont, Nebraska

DATE:

5/31/12

DATE:

5/30/2012

LEGAL REVIEW COMPLETED

Date

May 31, 2012

Signature

J. Bay 107

RECEIVED

**HOLD HARMLESS AGREEMENT
AND RESPONSIBILITY FOR DAMAGES AT CITY OF FREMONT BY THE NEBRASKA DEPARTMENT OF MOTOR VEHICLES**

**NE DEPT MOTOR VEHICLES
EXAM**

The City of Fremont (hereinafter City) and the Nebraska Department of Motor Vehicles (hereinafter DMV) enter into this Agreement to allow the DMV to use premises belonging to the City for the purpose of the administration of motorcycle driver license skills tests by the DMV.

1. The DMV use of the City premises will be limited to use of the East portion of the Memorial Field parking lot, on 9th Street between Clamar and Lincoln Streets, located at Fremont, Nebraska, for conducting motorcycle driver license skills tests. Such skills testing activities shall commence on or after May 1, 2010. DMV use of the lot will be limited to normal business hours of the DMV licensing station in Fremont, Nebraska. There shall be no cost to the DMV for use of the parking lot.

2. DMV and the City will each appoint a contact person to deal with DMV and the day to day communication pursuant to this agreement.

3. The effective date of the Agreement is the later of the dates on which a duly authorized representative of the DMV and the City have each signed and dated it. The term of the agreement shall be two years from the effective date. The agreement may be amended in writing signed by the duly authorized representatives of the City and DMV. This agreement may be renewed in writing for two-year terms signed by the duly authorized representative of the City and DMV.

4. To the extent permitted by law, the DMV agrees to hold the City, its Officers, and Employees harmless from liability resulting from negligent acts or omissions by DMV employees acting within the scope of their employment for activities in the Football Field parking lot at 9th and Lincoln used for motorcycle driver license skills tests.

5. To the extent permitted by law, the City will hold DMV harmless for damages arising from the negligent acts or omissions of the City, its Officers, and Employees.

6. DMV and the City agree that both parties are subject to claims for damages pursuant to the State Tort Claims Act, Neb.Rev.Stat. 81-8,209 through 81-8,235 and the Political Subdivisions Tort Claims Act, Neb.Rev.Stat. 13-901 through 13-927, respectively. DMV and the City acknowledge that damages arising from acts and omissions by operators of motor vehicles are subject to the provisions of the Motor Vehicle Safety Responsibility Act, Neb.Rev.Stat. 60-501 through 60-569. Damages resulting from acts or omissions involving operation of a motor vehicle are the responsibility of the operator and/or owner of the motor vehicle. To the extent permitted by law, DMV and City of Fremont shall hold each other harmless for acts or omissions by applicants for motorcycle driver licenses testing involving operation of a motor vehicle on the City premises.

7. Nebraska law shall govern this agreement.

8. Either DMV or the City may terminate this agreement upon thirty days written notice to the other.

9. The City agrees to provide normal parking lot maintenance for the parking lot, and such lot will continued to be used for parking during events at the football field.

Beverly Neth

Beverly Neth, Director
Nebraska Department of Motor Vehicles
P.O. Box 94726
Lincoln, NE 68509-4726

Donald Edward

Name

Mayor

Title

City of Fremont

June 8, 2010

Date

5/26/2010

Date

LEGAL REVIEW COMPLETED

Date 6/7/2010

Signature Walter Arthur Skudin

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOHN HEMSCHEMEYER – HUMAN RESOURCES DEPARTMENT

DATE: July 1, 2014

SUBJECT: Agreement for Broker Services

Recommendation: Move to approve Resolution.

Background: IMA, our current broker, has agreed to a 3 year extension of services at the current rate of \$45,000 per year. We have been satisfied with their services which now include guidance on the implementation of the provisions of the Patient Protection and Affordable Care Act. Agreement covers health, life, disability, and Section 125 coverage.

Fiscal Impact: \$45,000 per year

#18

RESOLUTION NO. 2014-133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT TO APPROVE AGREEMENT WITH IMA, INC. FOR BROKER SERVICES FOR HEALTH, LIFE, DISABILITY AND SECTION 125 COVERAGE.

Whereas, IMA, Inc. has performed satisfactory broker services for the City of Fremont and is offering to renew an Agreement for Services for three years at the \$45,000 per year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that the Mayor is hereby authorized to sign this Agreement for Services with IMA, Inc.

Passed and approved this 15th day of JULY, 2014.

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

Agreement for Services

This Agreement for services is made and entered into as of the 21st day of May, 2014 by and among City of Fremont, having offices at 400 East Military Avenue, Fremont, NE 68026, for itself and its Named Insureds (hereinafter collectively referred to as "Client"), and IMA, Inc. and its subsidiaries (hereinafter referred to as "IMA"). Named Insureds shall be defined as those entities set forth on policies of insurance covered by this Agreement.

Client has requested IMA to perform certain services (the "Services") described in Schedule A attached hereto. IMA desires to render such Services to Client on the terms and conditions set forth below, and IMA and Client agree it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions which shall control the rendering of Services to Client by IMA. Fees and payment terms for the provided Services are described in Schedule B attached hereto.

Now, therefore, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. **Confidentiality.** IMA and the Client agree that all such Proprietary Information exchanged during the performance of Services under this Agreement shall remain the sole and separate property of the party providing the same, subject to the terms and conditions set forth herein. Proprietary Information includes, without limitation, all information concerning the identities, needs, expirations, policies, or purchasing habits of the Client, all business systems, financial data, computer data or processes, forms appraisals, loss experience, other similar data and other business records; provided, however, such Proprietary Information shall not include information that is in the public domain or is readily available or accessible to the public.

IMA and the Client agree that all such Proprietary Information shall not be disclosed, communicated or otherwise transferred or made available to unrelated third parties without the prior written consent of the entity whose Proprietary Information is being shared, except for those employees, agents, representatives and permitted assigns with a reasonable need to know such Proprietary Information to facilitate the performance of services hereunder. Notwithstanding any term or condition herein to the contrary, each party understands and agrees that upon receipt by either party of an order from a court of competent jurisdiction, the restrictions set forth herein shall not prohibit the receiving party of such order from compliance with any such order. The confidentiality provisions set forth herein shall survive the termination of the Agreement.

2. Term and Termination. This Agreement will become effective 12:01 a.m., June 1, 2014 and terminate 12:01 a.m., June 1, 2015 with an automatic renewal for two subsequent (1) one year terms unless otherwise canceled by either party upon thirty (30) days prior written notice of said cancellation, except in the case of nonpayment. Upon cancellation or expiration of the term of this Agreement, no further Services will be provided by IMA to Client except those Services deemed necessary in the sole discretion of IMA to complete the existing Services provided to Client by IMA during the term of the Agreement.

3. Assignment. This Agreement may not be assigned by the Client without the prior written consent of IMA and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in the Agreement is intended to nor shall confer upon any person or legal entity other than Client or IMA and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

4. Compensation Disclosure. The IMA Financial Group, Inc. is a national financial services company with numerous affiliates and subsidiaries, including IMA, Inc.; Signature Select LLC; CORnerstone Risk Solutions, LLC; IMA Acumen, LLC; Towerstone, Inc.; and TrueNorth, Inc., which owns TrueNorth Securities, Inc. (collectively the "IMA Group"). These entities, excluding TrueNorth, Inc. and IMA Acumen, LLC, are insurance producers licensed in accordance with respective state requirements. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers.

The producer may have access to more than one insurance company to place the purchaser's coverage. The producer may have authority to obligate the insurance company on the purchaser's behalf and as a result may be required to act within the scope of contractual agreements with the insurer.

Compensation will be paid to the producer by the insurer or other third parties. Compensation may vary depending on a number of factors, including the insurer and the insurance contract the purchaser selects, the volume of business the producer places with the insurer, and the profitability of that business. In addition to the compensation received by the IMA Group, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the IMA Group), may earn and retain usual and customary commissions or other compensations for providing insurance products to a Client under separate contracts with insurers or reinsurers. Such payments will not be considered as compensation to IMA and will not offset any compensation payable to IMA. In addition, there may be referral compensation shared within the IMA Group.

Further, the IMA Group may receive contingent or incentive payments or allowances from insurers or finance companies based on the size or performance of an overall book of business produced with them by the IMA Group. Additionally, expense reimbursements for travel or technology enhancements, salary offsets or de minimus gifts may be provided. The IMA Group may also receive interest on premium being held prior to disbursement.

Upon written request, the IMA Group will provide to Client additional details and information about any and all compensation arrangements for insurance placed and/or quoted on behalf of the Client.

5. Business Responsibility. All Services hereunder shall be provided by IMA to Client in accordance with applicable industry standards and applicable laws and regulations. In turn, Client acknowledges that IMA has made no representation, warranty, or guaranty concerning either the performance of, or the results to be obtained from, the Services provided hereunder. Additionally, IMA has made no representation, warranty, or guaranty concerning the financial condition of any insurance carrier providing coverage to Client. The Client remains solely responsible for reporting and communicating changes in exposures, loss-related data, ownership and other material changes in writing to IMA; further, the Client remains solely responsible for the conduct and governance of its business operations. Client further agrees that any fines or penalties assessed against Client under any local, state, or federal occupational safety and health law, the Americans with Disabilities Act, any local, state, or federal order, rule or statute pertaining to the protection of the environment, or any other local, state, or federal laws, statutes, orders, or regulations shall be the Client's sole responsibility, and that IMA shall have no responsibility or liability for any portion of any such fines or penalties.

6. Final Agreement and Jurisdiction. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and cannot be amended, supplemented, or modified except by an agreement in writing signed by the party or parties against whom enforcement is sought and making specific reference to in this Agreement. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made in that state.

7. Execution by Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

8. Notice. Any notice by either party to the other party shall be deemed served effective (i) upon delivery, if personally delivered, (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are:

If to Client: City of Fremont
400 East Military Avenue
P.O. Box 1266
Fremont, NE 68026

If to IMA: Cathy Sims
IMA, Inc.
1705 17th Street, Suite 100
Denver, CO 80202

The customary registered/certified receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided, at least ten (10) days prior to the effective date of such notice.

9. Engagement Confirmation. The parties agree that the Services provided herein contemplate services in addition to placement activity. No insurance product sale is required under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

"IMA"

"Client"

IMA, Inc.

City of Fremont

By: _____

By: _____

Printed Name & Title:

Printed Name & Title:

Catherine A. Sims

Senior Vice President-Employee Benefits

Date: _____

Date: _____

Schedule A – Description of Services

Benefit Risk Management

For the purposes of this Agreement, Services shall be defined as set forth below, provided, however, the delivery of all such Services is conditioned upon payment of all invoices, fees and premium associated therewith or due hereunder. Some services may be provided by an authorized services provider acting on behalf of IMA of Client. For the purposes of this Agreement, the employee benefits risk management Services provided shall include the following insurance policies and coverages:

- Third Party Administration
 - Medical
 - Dental
 - Section 125 Plan
- Individual and Aggregate Stop Loss
- Group Life and AD&D
- Voluntary Term Life
 - Long Term Disability

In some instances, risk placements made by IMA on behalf of the Client may require the payment of state surplus lines or other premium taxes, Federal excise taxes, and/or fees in addition to the premium itself. IMA will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the sole responsibility and liability of Client.

The Client will have the responsibility to report and communicate changes in exposures, loss-related data, ownership and other material changes in writing to IMA who shall communicate such information to the Clients' insurance carrier(s).

Some services listed may be applicable only when third party data is available to your organization.

For the purposes of this Agreement, Services shall be defined as including, but not limited to:

For Agreement Schedule A Scope of Services	
Health & Welfare Benefit Plan Strategic Consulting	
◆	Assist with development of a multi-year strategy for all benefits linking goals/objectives for overall plan performance to CLIENT's business goals

Agreement Schedule A Scope of Services	
◆	Provide advisory services including, but not limited to: cost containment and funding approaches, plan and process change recommendations
◆	Health and Welfare benefit plan design analysis and recommendations
◆	Benchmark reporting
◆	Meetings with management and/or benefits personnel as requested and at agreed upon regular intervals.
Vendor-Related Services	
◆	Assist with management of Request for Information (RFI)/Request for Proposal (RFP) process
◆	Carrier/vendor renewal negotiations
◆	Market health & welfare plans/contracts as needed
◆	Assistance with vendor evaluations
◆	Evaluation and review of plans and coverages
◆	Ensure implementation of policy changes with vendor(s)
Underwriting and Financial Services	
◆	Analysis of renewal information, including, but not limited to: <ul style="list-style-type: none"> ➤ loss ratios ➤ trend ➤ pooling charges ➤ maturation factors and administrative loads ➤ validation of carriers underwriting assumptions ➤ review and evaluation of stop loss levels and pricing
◆	Alternative funding review and modeling
◆	Provide funding information including premium equivalent rates, COBRA rates and IBNR

In Agreement Schedule A Scope of Services	
◆ Plan financial analysis, including but not limited to:	
	<ul style="list-style-type: none"> ➤ Network disruption analysis ➤ program cost projections ➤ employee contribution development ➤ reserve setting ➤ customized monthly financial recap ➤ year-end expense projections and reconciliations
Regulatory Compliance Services	
◆ Provide legislative and regulatory updates	
◆ Health Care Reform general and client-specific analysis and guidance	
◆ Resource for benefit program and compliance-related questions	
◆ Assist with the coordination of Form 5500 filings for all of Client's benefits plans including the Summary Annual Report for each plan.	
Employer Advocacy Services	
◆ Provide advocacy or support functions for employers/employees with carrier(s) and/or vendor(s) for such matters as billing, enrollment, and claims issues and appeals.	
Communications Services	
◆ Development of communication strategy and assistance in drafting Plan related communications materials	
◆ Support employee communication efforts	
◆ Open enrollment support	
◆ Assessment and guidance for enrollment solutions	
HR Technology Assessment and Resources	
◆ Assess current technology needs and define goals	
◆ Engage with subject matter experts	
◆ Manage Request for Information (RFI)/Request for Proposal (RFP) process	

Re Agreement Schedule A Scope of Services	
LifeIQ SM Health Risk Management (HRM)	
◆	Perform comprehensive assessment including, but not limited to claims and costs analysis
◆	Assist in development of employer goals and strategy
◆	Assist in development of communication and employee engagement strategy and implementation support
◆	Vendor management and HRM RFP preparation
IMPACT SM Informatics	
◆	Comprehensive reporting on data and predictive modeling related to multiple benefit plan components including: <ul style="list-style-type: none"> ➤ Plan Design ➤ Stoploss ➤ Care Management ➤ Population Management ➤ Patient Compliance ➤ Other Customized Reports ➤ Year-over-year comparisons
HR Resources	
◆	Access to ThinkHR Hotline
◆	Access to ThinkHR Training courses
◆	Access to ThinkHR Library

In addition to the fee for services set forth in Schedule B, IMA will receive and retain usual and customary policy specific commission payable by the carrier for the policies listed below and such commission will not be offset or applied to the annual fee due under the Agreement.

None

Other services which are not listed above may be considered outside our scope of services and additional fees may apply. In the case that a service is outside the scope of services (i.e., excessive travel, meetings, printing costs, etc.) IMA will notify the client and negotiate additional fees prior to providing services.

Schedule B – Compensation of Services

1. Client shall pay to IMA as compensation for the Services provided by IMA to Client for the annual period described above the sum of \$45,000. Such annual fee shall be due and payable monthly commencing June 1, 2014 in equal installments of \$3,750 each.

Said fee is deemed fully earned upon execution of this Agreement and Client agrees that such fee is for fees in lieu of commissions for the services described in Schedule A. Client further acknowledges and agrees that because such fee is in lieu of any commission Client will be paying a premium amount on the Schedule A insurance policies on a net of commission basis that takes into account that the Insurance carrier is not paying a commission to IMA.

All efforts will be made to negotiate placements for the Schedule A insurance policies on a net of commission basis. If IMA is unable to negotiate placements on a net of commission basis, IMA will notify the Client and apply the amount of commission to the fee due hereunder to be set forth on the invoice statement.

2. Payment of all invoices submitted to the Client will be made pursuant to the invoice due date. In the event Client does not remit timely payment, IMA reserves the right to terminate this Agreement. Upon such termination, all further obligations of IMA are terminated automatically, and this Agreement is void and has no further force or effect.
3. It is understood that other benefit management or insurance services may be undertaken by IMA from time to time by mutual agreement of the parties. The parties agree to amend this Agreement as necessary to describe the additional services and compensation payable to IMA for such services.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: June 25, 2014

SUBJECT: Consider entering into an agreement with Northern Natural Gas to allow proposed storm sewer pipes associated with the West Military Avenue widening project to cross an existing gas main.

Recommendation: Move to approve Resolution

Background: Northern Natural Gas is requesting that the City of Fremont enter into an agreement with Northern Natural Gas that details the conditions and requirements to be followed for the crossing of their gas main by storm sewer pipes associated with the West Military Avenue widening project. The West Military Avenue widening project involves the construction of a detention pond south of West Military Avenue, south of the Union Pacific Railroad tracks. Storm water is brought to this pond via 3 – 24” storm sewer pipes that outlet into the pond. A single 18” storm sewer pipe exits the pond and takes storm water back to West Military Avenue.

To construct these pipe runs, the pipes must cross through both the right-of-way for the Union Pacific Railroad and an easement owned by Northern Natural Gas. This agreement is to allow the crossing of the storm sewer pipe through the easement and over or under the existing gas main.

The proposed agreement is necessary for the construction of the storm sewer pipe.

Fiscal Impact: n/a

#19

Resolution No. 2014-134

A Resolution by the City Council of the City of Fremont, Nebraska, to enter into agreement with Northern Natural Gas for the crossing of an existing gas main with proposed storm sewer pipes for West Military Avenue.

WHEREAS: The Mayor and City Council of the City of Fremont, Nebraska have received a request from Northern Natural Gas to enter into an agreement with the City of Fremont detailing the conditions and requirements to be followed to allow for storm sewer pipes, necessary for the West Military Avenue widening project, to cross Northern Natural Gas's existing gas main.

NOW THEREFORE, BE IT RESOLVED: By the Mayor and City Council of the City of Fremont, Nebraska, that the request of Northern Natural Gas to enter into agreement with the City of Fremont for the construction of storm sewer piping related to the West Military Avenue widening project is hereby approved.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk



Operating Procedure

80.103a

Crossing of Company Pipelines by Foreign Operators

Page 1 of 2

Appendix A

Consent for Crossing Company's Pipelines and Easements

This grant of consent requested by: City of Fremont, Operator
 from NORTHERN NATURAL GAS, Owner, hereby defines the terms and conditions
 pertaining to a crossing of Owner's pipeline by Operator.

Whereas, Owner is the holder of a recorded easement grant over and across the following described property MP 0.35
ANDMP 0.42 ON THE FREMONT BRANCH LINE NEB 52801 SEC 22R06E8E TWP. 17N

and

Whereas, Operator desires to cross Owner's pipeline with the following facilities: 3- 24 INCH STORM SEWERS AND 1-18
INCH STORM SEWER

Now therefore in consideration of Owner's consent to the crossing of its pipeline and easement, Operator hereby agrees to the following terms, conditions, and requirements for the installation and maintenance of its facilities across Owner's pipeline:

- I. Each buried facility will cross over ☒ under ☒ Owner's pipeline with a minimum clearance of 12 INCHES OR MORE
- II. Permanent markers identifying facility location shall be installed and maintained by Operator at the point of crossing.
- III. Plastic marker tape shall be installed below cultivation level and over Operator's facility extending the width of easement or thirty (30) feet minimum if it is impractical to install and maintain aboveground markers due to crossing location.
- IV. Underground A.C. cable with a metallic outer sheath or bare concentric neutral installed within a twenty (20) foot corridor, ten (10) feet on each side of the pipeline shall be placed in an insulating conduit or jacket. (Reinforced fiberglass, polyethylene or polyvinyl chloride pipe.)
- V. No physical structure associated with an overhead facility such as poles, towers, anchor blocks, A.C. grounding system, etc., will be installed within NA feet of the existing Owner pipeline.
- VI. A test lead will be attached to the metallic portion of a cable not insulated, such as metal sheathed cable, or one having a bare concentric neutral, or to any metallic pipeline at the point of crossing to allow testing for cathodic protection interference or induced A.C. on Owner's pipeline.
- VII. Detrimental effects to a cable having a bare concentric neutral or metallic sheath are possible on crossings in close proximity to Owner's cathodic protection equipment. The Operator shall check for these possible detrimental effects and, if present, notify Owner. Owner will cooperate in any required joint testing to allow Operator to determine if mitigative equipment is necessary. Operator shall be responsible for all costs of necessary equipment, installation and operation.
- VIII. Operator will participate, if appropriate, in testing necessary to determine if detrimental effects, such as induced A.C. in excess of 15 volts or interference with Owner's cathodic protection of its pipeline(s) may result from the installation of Operator's facility. If equipment is required to eliminate, minimize, or control these detrimental effects, Owner will determine equipment needs, procure said equipment, and install, all at Operator's expense.

It is further agreed that Operator accepts full responsibility for all damages to Owner's pipeline(s) as a result of the initial installation, operation, or future maintenance of Operator's facility.

In witness whereof, Operator has caused this instrument to be signed by its duly authorized representative or official, whose name and signature appear below.

SIGNATURES:

OWNER:

OPERATOR:

Atman Hamed
 Owner Representative

 Authorized Operator Representative

SR. OM Tech
 Title

 Title

6-11-14

* Indicates revised paragraph or section per this revision

Rev. 4 8/27/01

APPROVED AS TO FORM

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July 2, 2014

SUBJECT: Acknowledge the receipt of tort claim filed by National Subrogation Services on behalf of Clayton Ingersoll

RECOMMENDATION: Approve acknowledgement of the Tort Claim filed by National Subrogation Services on behalf of Clayton Ingersoll

BACKGROUND; On June 20, 2014, the City of Fremont received a Notice of Tort Claim filed by National Subrogation Services on behalf of Clayton Ingersoll alleging certain claims in connection with a trencher being used by the Department of Utilities that allegedly damaged Ingersoll's driveway, causing damage which occurred on or about November 12, 2013 at 3015 Laverna, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of National Subrogation Services on behalf of Clayton Ingersoll is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

In accordance with the Tort Claims Act, it is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(402) 727-2633

Please complete the following:

Claimant Name: National Subrogation Services Phone Number: (714) 444-1111
as agent for Homesite & Clayton Ingersoll our claimant
Claimant Address: 3015 Lavema St, Fremont, NE 68025-2673

Date of Loss: 11/12/13

Location of Loss: 3015 Lavema St, Fremont, NE 68025-2673

Description of Loss (use another sheet of paper if necessary):

Utility company changing/installing new meter on home next
door being built. The trencher they were using
hit our insured's driveway causing damages

Witness Name: _____ Witness Phone: _____

Attachments: _____ Photo(s): ☒ Estimates: ☒ Medical Bill(s): _____

Other: supporting documents
(Check all that apply)

Lynne Burkhardt
Signature of Claimant
Lynne Burkhardt
Recovery Analyst
Printed Name of Claimant

6/19/14
Date

City Department Involved: Dept. of Utilities

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Paul A. Payne, City Attorney

DATE: July 2, 2014

SUBJECT: Acknowledge the receipt of tort claim filed by Carson and Alice Day

RECOMMENDATION: Approve acknowledgement of the Tort Claim filed by Carson and Alice Day.

BACKGROUND; On June 23, 2014, the City of Fremont received a Notice of Tort Claim filed by Carson and Alice Day alleging certain claims with employee negligence causing loss on income from sale of property at NW 1/4 28-17-9 which occurred on or about March 25, 2014, Fremont, Nebraska.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Carson and Alice Day is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Fremont, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Fremont has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask the comments be carefully considered so that the legal rights of all parties are preserved.

This is not an item for council action other than to simply acknowledge that the claim has been received

Fiscal Impact: unknown

TORT CLAIM SUBMISSION FORM

In accordance with the Tort Claims Act, it is the responsibility of a citizen reporting a personal injury or property damage claim to file a written claim with the Clerk of the City of Fremont, Nebraska. Such claim shall include what happened, when and where the incident occurred. All claims must be in writing and signed by the claimant(s). The form below may be used for this submission. Claims shall also include any medical bills for personal injury, written estimates for repair of property damage, photographs, witness contact information along with any other documentation applicable to the claim. Citizens should deliver their claims and supporting documentation to the City Clerk's Office.

City Clerk
City of Fremont
400 East Military Avenue
Fremont NE 68025-5141
(402) 727-2633

Please complete the following:

Claimant Name: Carson + Alice Day Phone Number: _____

Claimant Address: 1130 SCR 26 Fremont NE 68025

Date of Loss: March 2014

Location of Loss: SW 1/4 28-17-9

Description of Loss (use another sheet of paper if necessary):

Loss of income from sale of farm ground
due to employee negligence

Witness Name: _____ Witness Phone: _____

Attachments: ☒ Photo(s): _____ Estimates: _____ Medical Bill(s): _____

Other: _____ (Check all that apply)

Submitted by Yost, Schafersman, 6/23/14
Signature of Claimant Lamme, Hillis, Mitchell, Schulz, Date
Hartmann, PC

Printed Name of Claimant Hartmann

City Department Involved: Planning

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Police Chief Jeff Elliott

DATE: 07-07-2014

SUBJECT: Centralized Police Testing Program

Recommendation: Move to approve Resolution

Background: The City of Fremont has been testing police candidates for years using a purchased written test and conducting its own physical fitness testing. This was to ensure that officers hired were able to meet minimum qualifications to perform the job.

Recently it was learned that the physical fitness testing that the City of Fremont was conducting for police applicants would not stand up to a legal challenge. Numerous alternatives were looked at in an effort to continue to screen applicants for physical fitness, including having an outside firm develop a physical fitness test for the police department. One alternative that was looked at was the option of joining several other area police departments in a joint police applicant testing program. Some of those departments are Douglas County Sheriff's Office, Sarpy County Sheriff's Office, Bellevue Police Department, Blair Police Department and Papillion Police Department.

All of these agencies participate in a program called Centralized Police Testing Program administered by Morrow and Associates. This program allows all participating agencies to use the same written test and physical agility test and complete testing at the same time all coordinated and proctored by Morrow and Associates. Additionally, the physical fitness test does stand up to legal scrutiny and would be defended by Morrow and Associates if necessary.

The cost to participate in this program is \$2500.00 per year with an additional fee of \$250 for each applicant hired. To begin in the 2014 year the cost would be only \$1250 for that particular year. When considering the man hours spent by city Human Resources and the Police Department in administering our own test, and the cost of purchasing and proctoring the tests, the cost of the Centralized Police Testing Program is roughly equal. However, the Centralized Police Testing Program offers the benefit of a legally defensible physical fitness test. Additionally, cooperation with other area law enforcement agencies in testing police applicants may lead to better and more numerous police candidates for the Fremont Police Department. It should be noted that the costs discussed are for the testing of police candidates only and do not include the costs of certifying or equipping officers once hired.

Fiscal Impact: \$2500 annually plus \$250 per hired candidate.

RESOLUTION NO. 2014-135

A Resolution of the City Council of the City of Fremont, Nebraska to authorize the Mayor to sign an agreement with Morrow and Associates in the amount of \$1250.00 for 2014 and \$2500.00 for each year thereafter plus additional \$250.00 per hired applicant for centralized police testing.

WHEREAS, it is in the best interest of the City of Fremont hire the best possible candidates for police officer positions; and,

WHEREAS, currently the City of Fremont has no way to adequately and legally perform physical fitness testing for police applicants; and,

WHEREAS, participation in the Centralized Police Testing Program administered by Morrow and Associates would provide a way to test police applicants by providing both written testing and physical fitness testing; and,

WHEREAS, the cost of this participation would be \$1250.00 for the remainder of the 2014 year and \$2500.00 for subsequent year with an additional fee of \$250.00 per applicant hired; and,

WHEREAS, this amount is similar to what the city is currently spending on police testing without an adequate physical fitness test; and,

WHEREAS, the City of Fremont would be cooperating with other communities in the Omaha area by participating in the Centralized Police Testing Program.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: that the Mayor is hereby authorized to sign this resolution and other necessary documents to implement and complete Memorandum of Understanding between the City of Fremont and Morrow and Associates for participation in the Centralized Police Testing Program.

PASSED AND APPROVED THIS 15th DAY OF JULY, 2014.

Scott Getzschman, Mayor

ATTEST:

Lynne McIntosh, CMC
Deputy City Clerk

Morrow & Associates^{Inc.}

HUMAN RESOURCE CONSULTING

17310 Wright Street, Suite 103

Omaha, NE 68130

Phone: 402-330-1019 | Fax: 402-939-0177 | info@morrowhr.com | www.morrowhr.com

May 21, 2014

Police Chief Jeff Elliott
Fremont Police Department
725 N. Park Avenue
Fremont, NE 68025

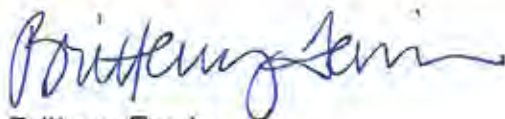
Dear Chief Elliott,

The purpose of this correspondence is to provide you with a Memorandum of Understanding (MOU) Agreement regarding the requested participation in the pre-existing Centralized Police Testing Program (COPS), established by Morrow & Associates. Attached please find the requested MOU Agreement for the Testing Program. It will be the responsibility of Morrow & Associates to coordinate the exam process as outlined in the MOU Agreement.

Please note, as we begin to prepare for the second exam session for 2014, the retainer amount for participating in only a second exam session for this initial exam year, may be pro-rated for the Fremont Police Department. With Fremont joining mid-year, the cost of the initial retainer for 2014 will be \$1,250. Once 2014 ends, the retainer year for 2015 and each subsequent year will be the stated amount in the MOU Agreement (Section 2). The hiring fees as stated in the MOU Agreement (Section 2) will not be pro-rated for this initial year.

Thank you for the opportunity to submit this MOU Agreement to you. Should you have any further questions, please do not hesitate to contact me at 402-330-1019 or britteny@morrowhr.com.

Sincerely,



Britteny Ferrin

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this_____day of _____, 2014, by and between the Morrow & Associates, Inc. and the City of Fremont, Nebraska.

WHEREAS, Morrow & Associates, Inc. (Morrow) is a professional human resource consulting firm with experience in providing services to public sector entities in various personnel matters, and,

WHEREAS, the City of Fremont (Agency) desires to participate in the pre-existing Exam Group, for the Centralized Police Testing Program (COPS) Entry-Level law enforcement Exam, hereinafter "Exam".

NOW, THEREFORE, the parties agree as follows:

1. SERVICES.

Morrow will coordinate and administer the Exam process. The Exam process will include written exam(s) and a physical agility exam, as determined by both Morrow and the Exam Group of participating Agencies. The Agency will designate a representative to assist Morrow in providing materials and information used to facilitate and complete the Exam process as necessary. Both the Agency and Morrow will determine actions deemed necessary for the successful implementation of the Exam process, in coordination with the Exam Group.

Morrow will coordinate the exam registration process in preparation of the Exam process. Morrow will administer and proctor both the written exam(s) and the physical agility exam. Morrow will grade the exams as required by the third party exam development companies. Morrow will post the score(s) of the exam process for each candidate by identification number. Morrow shall forward the score(s) and contact information of candidates interested in the Agency, in a manner that is agreed to by Morrow and Agencies participating in the Exam Group. Full registration information may be provided upon request, with duplication fees being the cost of the Agency.

The Agency is responsible for advertising the Exam process on behalf of the Agency. Morrow will provide details to assist in preparing advertisement materials.

2. COMPENSATION.

The Agency shall pay an annual retainer fee and hiring fee for the services of the Exam process. The retainer fee for the duration of this agreement shall be \$2,500. This shall include two (2) Exam Sessions per year. Payment of the retainer fee shall be paid to Morrow at the completion of the Exam Year. The hiring fee for the duration of this agreement shall be \$250 per hire. The hiring fee is required once the candidate is hired with the Agency. The Agency will notify Morrow of the specific date the candidate begins employment with the Agency. The hiring fee will not be refunded or otherwise returned to the Agency which has paid even if the hired candidate at any point during his/her employment with said Agency fails any portion of the Agency's training program or is separated from such employment for any reason.

A non-refundable exam fee shall be charged to each candidate for participation in the Exam process. Such fees shall be retained by Morrow. In order to provide an equal opportunity to all candidates, financial assistance may be provided by the Exam Group. The participating Agencies in the Exam Group, agree to determine a system for providing sponsorships for the financial assistance program. Financial assistance shall cover the cost of the exam fees for qualified candidates. The Exam Group shall coordinate the financial assistance program, with notification to Morrow upon the approval of the candidate for financial assistance. Morrow will then invoice the designated Agency as determined by the Exam Group for the exam fees for said approved candidate.

In the event additional data is required from Morrow to the participating Agency, Morrow shall charge additional expenses pertaining to the Exam process as related to the requested data, such as photocopies, postage, fax or mileage, at a rate established by Morrow, provided that such expenses have been approved by the Agency before the expense incurs.

3. TERM.

The term of this Agreement shall commence on the date the Agreement is signed by Morrow and the Agency, remain in force until either party terminates said Agreement. Both Morrow and the Agency may terminate this agreement on a ninety (90) day written notice to either party. Upon

notice of termination, the Agency is subject to payment of any financial obligations under this agreement which are then due from such Agency, including any unpaid retainer fees, hiring fees and other expenses. In the event of termination, the Agency is obligated to fulfill the terms of the retainer and hiring fee as outlined in Section 2 regardless of the number of exam sessions that were held prior to termination. Notwithstanding any termination of this Agreement, Morrow shall retain all records relative to this agreement for at least three (3) years, or as otherwise required by state or federal law or any pending litigation.

4. HOLD HARMLESS.

The Agency and Morrow agree to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from its respective negligent acts and the negligent acts of its agents and employees in the performance of this agreement. Each party agrees that it will be responsible for its own negligent acts and omissions and the results of its own negligent acts and omissions, and shall not be responsible for the negligent acts or omissions of the other party.

5. NON-DISCRIMINATION CLAUSE.

In accordance with federal and state fair employment practices, both parties agree that neither shall discriminate against any candidate for employment in the performance of this agreement, because of the race, color, religion, age, sex, disability or national origin of the candidate.

6. INDEPENDENT CONTRACTOR.

It is the express intent of the parties that this agreement shall not create an employer-employee relationship, but that Morrow shall be an independent contractor.

7. ENTIRE AGREEMENT.

The text herein shall constitute the entire agreement between the both parties. It may not be changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

8. SEVERABILITY.

If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

9. APPLICABLE LAW.

This Agreement is made pursuant to and shall be governed, construed and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

10. ASSIGNMENT.

This Agreement may not be assigned by any party without express written consent of both parties.

11. MODIFICATIONS.

That no modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties.

The Agency and Morrow have caused this Memorandum of Understanding to be signed by their duly authorized representatives.

[End of Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MORROW & ASSOCIATES, Inc.

City of Fremont

BY: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kimberly Volk, City Clerk/Treasurer

DATE: July 2, 2014

SUBJECT: Various chapters Fremont Municipal Code

Recommendation: 1. Move to reconsider Ordinance No. 5310 2. Move to amend Chapter 10 3. Hold first reading as reconsidered and amended.

Background: Mayor Getzschman has authorized, at the request of Terry Synovec of Plaza Lanes, consideration of Sunday alcohol sales to be changed from 12:00 noon to 1:00 a.m. to 9:00 a.m. to 1:00 a.m.

Ordinance can be read at three additional meetings. If the ordinance change is approved, the effective date would be August 31, 2014. This would be ample time for the February bowling tournament.

If Council chooses, the rules of reading may be suspended at any of the readings.

Fiscal Impact: unknown

#23

**ORDINANCE NO. 5310
(RECONSIDERED AND AMENDED JULY 8, 2014)**

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING VARIOUS CHAPTERS OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139; REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. Sections 3-601 thru 3-606, Parks and Recreation Department, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. Chapter 12 reorganized).

SECTION II. Sections 3-801 thru 3-809, Municipal Cemetery, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. Chapter 12 reorganized).

SECTION III. Sections 5-424 thru 5-426, Handicap Parking Permits, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 18-1737 thru 18-1741.07 RS Neb).

SECTION IV. Sections 5-501 thru 5-512, Parking Meters, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed.

SECTION V. Section 5-1001 is hereby amended to read as follows:

§5-1001 Snow Emergency Routes: Designation The following described streets are hereby declared to be snow emergency routes in the City of Fremont, Nebraska. The Mayor shall, at his discretion, place appropriate signs or other traffic control devices indicating the existence of such snow emergency routes. A designation of any street, avenue, road or highway or portion thereof as a snow emergency route shall in no way affect any previous designation of that street, avenue, road or highway for any other purposes. The snow emergency routes are as follows:

1. Broad Street – Cloverly Road to North City Limits
2. Bell Street – South City Limits to 23rd Street
3. 23rd Street – West Highway 30 Bypass to East City Limits
4. Military Avenue – Ridge Road to East City Limits
5. Somers Avenue – Military Avenue to North City Limits
6. Nye Avenue – Military Avenue to North City Limits
7. Main Street – Washington Street to 23rd Street
8. Clarkson Street – 1st Street to North City Limits
9. 30th Street – Clarkson Street to Broad Street
10. Lincoln Avenue – Cuming Street to North City Limits
11. Clarmar Avenue – Cuming Street to 23rd Street
12. 1st Street – Main Street to Johnson Road
13. 16th Street – Somers Avenue to Johnson Road
14. Diers Parkway – 16th Street to 23rd Street

15. Johnson Road – Morningside Road to 16th Street
16. Fremont Drive
17. 19th Street – Somers Avenue to Luther Road
18. Linden Avenue – Broad Street to Ridge Road
19. Ridge Road – Military Avenue to 16th Street
20. 16th Street – Ridge Road to West City Limits
21. Rademakers Way – County Road 20th Avenue to West 23rd Street
22. Colorado Avenue – 23rd Street to Iowa Street
23. “M” Street – Washington Street to Military Avenue
24. Iowa Street – Wyoming Avenue to Seaton Avenue
25. Seaton Avenue – 23rd Avenue North to Iowa Street
26. Ridge Road – Seaton Avenue to North City Limits
27. Nebraska Avenue – Iowa Street to Woods Drive
28. Wyoming Avenue – Ohio Street to Watson Street
29. Ohio Street – Wyoming Avenue to Palmer Drive
30. Palmer Drive – Ohio Street to Jones Drive
31. Nicklaus Way – Somers Avenue to Palmer Drive
32. Jones Drive – Palmer Drive to Nebraska Avenue
33. Cedar Street – 22nd Street to 23rd Street
34. Milton Road – 23rd Street to North City Limits
35. 23rd Avenue North – Hancock Street to East City Limits
36. 23rd Avenue South – Lincoln Avenue to Luther Road
37. Laverna Street – 23rd Street to North City Limits
38. Washington Street – “M” Street to Union Street
39. Luther Road – South City Limits to North City Limits
40. 12th Street – Luther Road to Bell Street
41. Union Street – 1st Street to Factory Street
42. Factory Street – Union Street to Platte Street
43. Platte Street – Factory Street to South City Limits
44. Morningside Road – West City Limits to East City Limits
45. Clarkson Street – Dodge to 1st Street
46. Main Street – Washington to Cloverly Road
47. Ohio Street – Seaton Avenue to Ridge Road
48. 32nd Street – C to Yager Road
49. 29th Street – Clarkson to Yager Road
50. Reynolds Road – Clarkson to 860 East 23rd
51. Yager Road – 23rd to north city limits
52. Diers Parkway – 23rd to north city limits
53. Lumber Drive – 23rd to 24th Street
54. Deer Crossing
55. Elk Lane
56. Bud Boulevard – Morningside to south city limits

SECTION VI. Sections 10-101 thru 10-114, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-103.01 thru 53-103.43 RS Neb).

SECTION VII. Section 10-115 be amended to become Section 10-101 of the Fremont Municipal Code to read as follows:

§10-101 ALCOHOLIC BEVERAGES; SALES CONSTITUTE A BUSINESS.

Under the provisions of the Zoning Regulations of the City, the sale of alcoholic beverages shall be construed to be a business in and of itself, and no permit for the sale thereof shall be issued to any applicant except upon the written consent of the of the owners of lots and parts of lots.

SECTION VIII. Sections 10-116 thru 10-119, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-147 thru 53-184 RS Neb).

SECTION IX. Section 10-120 be amended to become Section 10-102 of the Fremont Municipal Code to read as follows:

§10-102 ALCOHOLIC BEVERAGES; HOURS OF SALE.

(1) It shall be unlawful for any licensed person or persons or their agents to sell any alcoholic beverages within the City except during the hours provided herein.

(2) All alcoholic liquors and alcoholic beverages, including beer and wine may be sold either on-sale or off-sale from 6:00 A.M. to 1:00 A.M., Mondays through Saturdays, and from 9:00 A.M. to 1:00 A.M. on Sundays, and, in addition thereto, on Sunday, December 24th and on Sunday December 31st beer and wine may be sold off sale from 8:00 A.M. to 12:00 Noon.

(3) No persons or persons shall consume any alcoholic beverages on licensed premises for a period of time longer than fifteen (15) minutes after the time fixed herein for stopping the sale of alcoholic beverages on the said premises. For the purposes of this section, "on sale" shall be defined as alcoholic beverages sold by the drink for consumption on the premises of the licensed establishment; "off sale" shall be defined as alcoholic beverages sold at retail in the original container for consumption off the premises of the licensed establishment.

(4) Nothing in this section shall be construed to prohibit licensed premises from being open for other business on days and hours during which the sale or dispensing of alcoholic beverages is prohibited by this section.

SECTION X. Sections 10-121 thru 10-126, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-102 thru 53-186.01 RS Neb).

SECTION XI. Section 10-127 be amended to become Section 10-103 of the Fremont Municipal Code to read as follows:

§10-103 ALCOHOLIC BEVERAGES; SIDEWALK CAFES.

The City Council may permit the public streets and sidewalks within the City limits to be occupied and used under a lease, license, or other permission by a person, business, or others for the sale of services or goods, and to permit the placement of nonpermanent sidewalk cafes, tables, chairs, benches, and other temporary improvements, including fencing or other enclosure from which such sales can be transacted on the public streets and sidewalks.

Any such uses, permits or improvements shall be subject to termination or removal upon thirty days notice from the City, without cause, in the sole discretion of the City Council.

SECTION XII. Section 10-128 be amended to become Section 10-104 of the Fremont Municipal Code to read as follows:

§10-104 ALCOHOLIC BEVERAGES; RETAIL LIQUOR LICENSE APPLICATION; REQUIREMENTS AND PROCEDURE.

Notice of a hearing held pursuant to Neb. Rev. Statute 53-134 shall be given to the applicant by the City Clerk and shall contain the date, time, and location of the hearing. Two (2) or more proceedings which are legally or factually related may be heard and considered together unless any party thereto makes a showing sufficient to satisfy the Council that prejudice would result there from. Hearings will be informal and conducted by the Mayor. The intent is an inquiry into the facts, not an adversary action. The Council shall not be bound by the strict rules of evidence, and shall have full authority to control the procedures of the hearing including the admission or exclusion of testimony or other evidence. The Council may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent individuals in the conduct of their affairs. The Mayor may limit testimony where it appears incompetent, irrelevant, or unduly repetitious.

The order of the proceeding is as follows:

1. Presentation of evidence, witnesses and arguments by applicant.
2. Cross-examination by the opposition to the applicant.
3. Presentation of evidence, witnesses and arguments by those in opposition to the applicant.
4. Cross-examination by the applicant.
5. Rebuttal evidence by both parties.
6. Summation by both parties.

In all cases, the burden of proof and persuasion shall be on the party filing the application. Any member of the Council may question any witness, call witnesses, or request information. All witnesses shall be sworn. A transcript may be requested by the applicant at the applicant's expense.

SECTION XIII. Section 10-129 be amended to become Section 10-105 of the Fremont Municipal Code to read as follows:

§10-105 ALCOHOLIC BEVERAGES; RETAIL LIQUOR LICENSING STANDARDS AND EVALUATION CRITERIA

The City Council shall consider the following standards and criteria in evaluation of retail liquor license applications for the purpose of formulating a recommendation for the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act:

1. The adequacy of existing law enforcement resources and services in the area and any recommendation made by the Police Department and/or other law enforcement agency.
2. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises and parking requirements.
3. Zoning restrictions.
4. The sanitation or sanitary conditions on or about the proposed licensed premises.
5. The existence of a citizen's protest and any other evidence in support of or opposition to the application.
6. That the type of business or activity proposed to be operated in conjunction with the proposed license is or will be consistent with the public interest.
7. That the nature of the neighborhood where the proposed premise is located is suitable and applicable for placement of a liquor establishment.
8. That the type of business or activity proposed to be operated in conjunction with the proposed license is or will be consistent with the public interest.
9. That the applicant must ensure that every precaution has been taken to protect against the possibility of shoplifting of alcoholic beverages.
10. That the application is for a business, the sole purpose for which is the sale or dispensing of liquor, or the sale or dispensing of liquor is a substantial integral part of the business, and not just incidental thereto.
11. The quality and management ability of the applicant.
12. Assurances that the applicant will comply with State laws, liquor regulations and City ordinances and regulations.
13. Assurances that the application will provide an improvement to the neighborhood, a betterment to the City, and meets a true community need.
14. That the applicant is not prohibited from holding a license by virtue of section 53-125, Nebraska Reissue Revised Statutes.
15. That past performance of the applicant was satisfactory if the applicant previously held a liquor license.

16. Other information and data that may reasonably be considered pertinent to the issuance of the license.

The aforementioned licensing standards and criteria are not necessarily of equal value that can be computed in a mathematical formula. Rather, they are standards and criteria which can be weighed and cumulated positively and negatively. The burden of proof and persuasion shall be on the party filing the application. Moreover, the City Council shall give an affirmative recommendation to the Nebraska Liquor Control Commission only when the applicant has satisfactorily demonstrated that the issuance of the retail liquor is generally consistent with the preceding standards and criteria is in the best interest of the public.

SECTION XIV. Section 10-130, Alcoholic Beverages, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 53-124.12 RS Neb).

SECTION XV. Section 10-131 be amended to become Section 10-106 of the Fremont Municipal Code to read as follows:

§10-106 BOTTLE CLUBS; DEFINED.

A bottle club is hereby defined to mean any business or commercial operation, whether open to the public or where entrance is limited by any fee, cover charge, membership, or similar requirement to which patrons bring with them alcoholic liquor to be consumed or stored for consumption on the business premises and where such business or premises is not licensed to sell or dispense alcoholic beverages.

SECTION XVI. Section 10-132 be amended to become Section 10-107 of the Fremont Municipal Code to read as follows:

§10-107 BOTTLE CLUBS; PROHIBITED.

(1) It shall be unlawful for any person to knowingly or intentionally operate a bottle club.

(2) It shall be unlawful for any person to knowingly or intentionally allow or permit the operation of a bottle club on the premises owned by or under the direction and control of such person.

SECTION XVII. Section 10-601 be amended to become Section 10-108 of the Fremont Municipal Code to read as follows:

§10-108 OCCUPATION TAX; AMOUNTS

For the purpose of raising revenue, an occupation tax is hereby levied on alcoholic beverages. The occupation tax collected shall be in accordance with the Nebraska Liquor Control Commission laws.

SECTION XVIII. A new Section 10-109 be added to the Fremont Municipal Code as follows:

§10-109 SPECIAL DESIGNATED LICENSE; APPLICATION FEE

There shall be a (\$50) fifty dollar per day application fee for any Special Designated License when the applicant does not hold a class K (catering) liquor license from the Nebraska Liquor Control Commission.

SECTION XIX. Sections 10-602 thru 10-604, Occupation Tax, of the Municipal Code of Fremont, Nebraska, Ordinance No. 3139, is hereby repealed (Ref. 16-205 RS Neb).

SECTION XX. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION XXI. That this ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

June 27, 2014

To the Honorable Mayor Getzschmann and members of the Fremont City Council:

I am writing to ask for a change for operating hours for Sunday morning beer and liquor sales. We currently are restricted by a (12) noon opening time. I am writing to ask for a 9 a.m. opening for all alcohol sales.

My request is driven by the fact that Fremont will be hosting the 2015 Men's State Bowling tournament beginning February 21st. This tournament will bring approximately 400 teams of five bowlers each. These 2,000 bowlers, plus spectators, will visit Fremont over the course of eleven weekends. In order to accommodate this amount of bowlers between our two sixteen lane centers, we will have squad times beginning at 8 a.m. on Saturdays and 9 a.m. on Sundays. As we all know, bowling and beer go hand in hand. I also would hate to lose the potential for 33 hours of liquor sales, profit for me and an increase in tax revenue for the city. This policy has hurt our bowling centers in the bidding process for these types of tournaments, and may hurt other industries in Fremont as well. This tournament will create additional room rentals, food and beverages sales and entertainment opportunities for the city.

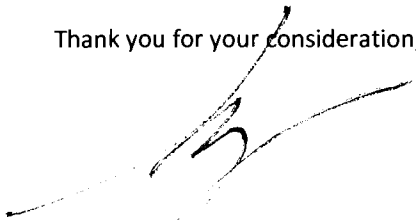
Additionally, I host various tournaments over the year that may start before noon on Sundays that would also create alcohol sales and thus an increase in tax revenue. I also believe that those of us in town that purchase the NFL Direct Ticket on Sundays would profit by having liquor sales before games start at noon.

Of the 61 liquor licenses, I spoke with 22 establishments, considered to be a bar or restaurant, regarding their opinion on Sunday morning liquor sales. Twenty one of them signed that they would like to have the ability to serve on Sunday mornings. Some indicated very strongly that they felt this should have been changed long ago. The one remaining establishment that did not sign indicated that, as manager, he would like to have this, but is unable to sign as the required signature would have to come from the corporate office. I did not ask the off-premise owners as some are corporate owned. I believe that this will not require extra staffing or extra hours on the part of these establishments so this would not put an extreme additional burden on them.

The amount of tax revenue for the 61 liquor licenses generated for the city could be enormous. This would create an additional 9,516 hours available for the retail sale of alcohol.

In conclusion, a collection of local proprietors, we feel this would move the city forward and make us more business friendly.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Terry Synovec', written over a horizontal line.

Terry Synovec

Owner

30 Bowl

Modification of the Fremont Alcohol/Liquor Sales Ordinance

Eagles Frat order #200

Yes ☒ **No** ☐

Mgr.

Silver Dollar

Yes No

Mgr

Andy's on 1st

☒ Yes ☐ No

Mgr.

Gringo's

~~Yes~~ No

Mgr.

Doe's Place

Yes) No

Mgr.

DJ's Bar & Grill

~~Yes~~ No

Mgr.

San Anna's

Yes No

Mgr.

Thirty Bowl

Yes ☒ No ☐

Mgr.

Applebee's

Yes No

Mgr.

Jeremy - 402-850-0916

R D's Place

Yes) No

Mgr.

Irv's Deli & More

Yes) No

Mgr.

Big Red Sports Bar

Yes) No

Mgr.

J's Steakhouse

~~Yes~~ ~~No~~

Mgr.

Franky & Oly's

Yes ☒ No ☐

Mgr.

Willa Henry

King's Tree

Yes No

Mgr.



Plaza Lanes

Yes No

Mgr.

Jeff Lelake

Tin Lizzy Tavern

Yes No

Mgr.

Tim Venturi

L.A. Fireproof Door

Yes No

Mgr.

Regie Kroll

The Gathering Hall

Yes No

Mgr.

Don Smith

Corner Bar

Yes No

Mgr.

Don Smith

Whis's End Zone Lounge

Yes No

Mgr.

Chris Eck

Dugout Bar

Yes No

Mgr.

Robin Drews

King Tree

Yes

No

Lorne King

DK	074918	RISE'S DRIVE IN LIQUOR INC	DAVE'S DRIVE IN LIQUOR	Details	
A	074962	KOR, ALEX	HAPPY INN RESTAURANT	Details	
D	075169	KWIK SHOP INC	KWIK SHOP #645	Details	
D	075170	KWIK SHOP INC	KWIK SHOP 654	Details	
B	076787	MALU ENTERPRISES, INC	CIGARETTE & SNACK OUTLET	Details	
C	078738	EHPV OPERATING GROUP LLC	BIG RED RESTAURANT & SPORTS BAR	Details	✓
I	080769	PATHFINDER ENTERTAINMENT LLC	J'S STEAKHOUSE	Details	✗
C	083445	VAMP LLC	FRANKY & OLY'S	Details	✗
D	083926	DE VELEZ, ROCIO	TIENDA MEXICANA GUERRERO	Details	
C	084177	COBRA JET INC	KING'S TREE	Details	✗
D	085000	CUBBY'S INC	CUBBY'S - FREMONT	Details	
CK	086268	GATHERING HALL LLC, THE	GATHERING HALL, THE	Details	
CK	086276	J.P.H., INC.	PLAZA LANES	Details	✗
CK	088370	BURTONIAN ENTERPRISES LLC	TIN LIZZY TAVERN	Details	✗
C	088452	MOONSHINE HOLE LLC, THE	L.A. FIRE PROOF DOOR CO,THE	Details	✗
D	088632	WALGREEN COMPANY	WALGREENS 9899	Details	

C	043151	JESPERSEN, DANIEL E	D J'S BAR & GRILL	Details	X
C	051032	SAN ANN'A, LLC	SAN ANNA PIZZA & MEXICAN	Details	X
CK	051057	LITTLE CHIEF INC	DENNY'S LIQUOR	Details	
W	052383	EAGLE DISTRIBUTING INC	EAGLE DISTRIBUTING INC	Details	
C	052522	T. M. SYNOVEC, LLC	THIRTY BOWL	Details	X
A	056863	WHS INC	GODFATHER'S PIZZA	Details	
I	058069	J S VENTURES INC	APPLEBEE'S NEIGHBORHOOD GRILL & BAR	Details	X
CK	062671	HY-VEE INC	HY-VEE FOOD STORE	Details	
B	063604	ERICON INC	QUIK-PIK	Details	
C	065653	R.D.'S PLACE, LLC	RD'S PLACE	Details	X
B	067350	CASEY'S RETAIL COMPANY	CASEY'S GENERAL STORE 2090	Details	
C	070916	DILLON COMPANIES INC	FOOD-4-LESS #323	Details	
I	071367	FREMONT HOTELS INC	HOLIDAY INN EXPRESS	Details	
D	071771	ALDOR LLC	BRADY'S MEATS AND FOODS	Details	
X	072304	EAGLE DISTRIBUTING INC	EAGLE DISTRIBUTING	Details	
C	072622	JMJ ENTERPRISES INC	IRV'S DELI & MORE	Details	>
D	073318	NELSON, RICK J	FERGY'S TOTAL PACKAGE	Details	

Nebraska Liquor Control Commission -

61 matches were found.

Class	License Number	Name	Doing Business As	Full License Details	
C	001439	EAGLES FRAT ORDER 200	EAGLES FRAT ORDER 200	Details	x
C	001441	FREMONT GOLF CLUB INC	FREMONT GOLF CLUB	Details	
C	007179	BARTELS, THOMAS E	SILVER DOLLAR	Details	x
B	013300	TOUCH 'N' GO, INC.	TOUCH N GO	Details	
D	013595	BURGOYNE SR, THOMAS J	TOM'S BEVERAGE SHOP	Details	
I	019711	ANDY CO INC	ANDY'S ON 1ST	Details	x
I	020334	NOSAL, TERRENCE P	GRINGO'S	Details	x
I	023154	BRASS WOK RESTAURANT INC	BRASS WOK RESTAURANT	Details	x NO
B	025429	TOUCH 'N' GO, INC.	TOUCH N GO #4	Details	
B	025460	WEISS, ROBERT C	BROAD STREET AMOCO	Details	
B	026789	WEISS, ROBERT C	AMOCO SHORT STOP	Details	
B	027721	CASEY'S RETAIL COMPANY	CASEY'S GENERAL STORE 1737	Details	
D	030418	WAL-MART STORES INC	WALMART STORE 776	Details	
C	038579	DOE'S PLACE INC	DOE'S PLACE	Details	x

D	090912	HY-VEE INC	HY-VEE GAS	Details	
A	091082	INCREDIBLE ENTERPRISES, L.L.C.	VALENTINO'S OF FREMONT	Details	✓
C	096249	F & T INC.	CORNER BAR	Details	✗
I	098882	LA HACIENDA MEXICAN REST LLC	LA HACIENDA MEXICAN RESTAURANT	Details	
CK	099140	SAWYER, MITCH	WHIS'S END ZONE LOUNGE	Details	✗
D	101607	BOSSELMAN PUMP & PANTRY INC	PUMP & PANTRY 48	Details	
B	102325	EXPRESSWAY FOOD MART LLC	EXPRESSWAY FOOD MART 1	Details	
B	102326	EXPRESSWAY FOOD MART LLC	EXPRESSWAY FOOD MART 2	Details	
D	104061	ERICON INC	QUIK-PIK	Details	
D	104072	MLB TEAM LLC	QUIK SPOT, THE	Details	
D	104074	MLB TEAM LLC	QUIK SPOT, THE	Details	
C	105095	DREWS, ROBIN	DUGOUT BAR	Details	✓
CK	107211	BARTA, JACK B *SPOUSE	JACK'S	Details	
I	107224	HENGTIME LLC	FRANKY AND OLY'S	Details	✓

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: July 2, 2014

SUBJECT: Consider Concurrence with and approval of the acquisition of 2 permanent easements and 2 temporary construction easements from Victory Lake Marine, LLC for the construction and maintenance of two separate storm sewer conveyance systems located southwest of the intersection of Michael Street and West Military Road.

Recommendation: Move to approve Resolution.

Background: Staff seeks to have the City of Fremont concur and approve the acquisition of 2 permanent easements and 2 temporary construction easements from Victory Lake Marine, LLC for the construction and maintenance of two separate storm sewer conveyance systems.

The West Military Road widening project includes the construction of a roughly 6 acre storm water detention facility to assist in controlling the rate at which storm water enters the City's municipal separated storm sewer system (ms4). Water will be conveyed from West Military Road through the property owned by Victory Lake Marine, LLC, under the Union Pacific Railroad to a detention pond on the south side of the UP tracks. At a lesser rate than the water entered the pond, water will be conveyed back to the north to West Military Road under the UPRR and through the property owned by Victory Lake Marine and into the City's ms4.

The proposed easements are critically necessary for the construction of a storm sewer detention facility that should help control storm water flows in the southwest portion of the City of Fremont.

Fiscal Impact: The price offered for the acquisition of the four required easements is \$65,000. This money will come out of the budgeted funds for land acquisition.

Resolution No. _____

A Resolution by the City Council of the City of Fremont, Nebraska, to concur with and approve acquisition of two permanent easements and two temporary construction easements from Victory Lake Marine, LLC for construction and maintenance of two separate storm sewer conveyances.

WHEREAS: The Mayor and City Council of the City of Fremont, Nebraska have received a request pursuant to State Statute 31-736 to concur and approve the acquisition of two parcel of land and two temporary construction easements located southwest of the intersection of Michael Street and West Military Road for the purpose of construction and maintenance of two separate storm sewer conveyances; said parcels described as:

FOUR TRACTS OF LAND ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, CITY OF FREMONT, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT #1(WEST SIDE):

A 25.00 FOOT WIDE PERMANENT EASEMENT TO BUILD, ERECT, MAINTAIN AND REPAIR THE FOLLOWING: STORM SEWER WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE S07°47'17"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 42.46 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILITARY AVENUE; THENCE N87°51'27"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 19.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°51'27"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 25.12 FEET; THENCE S07°47'17"E PARALLEL WITH AND 44.00 FOOT DISTANT FROM SAID WEST LINE, A DISTANCE OF 215.74 FEET; THENCE S73°54'44"E PARALLEL WITH AND 25.00 FOOT DISTANT FROM THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 111.31 FEET; THENCE S16°05'16"W, A DISTANCE OF 25.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE N73°54'44"W ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 127.55 FEET; THENCE N07°47'17"W PARALLEL WITH AND 19.00 FOOT DISTANT FROM SAID WEST LINE, A DISTANCE OF 234.48 FEET TO THE POINT OF BEGINNING, CONTAINING 8,610 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT #1 (WEST SIDE):

A 10.00 FOOT WIDE TEMPORARY EASEMENT FOR THE CONSTRUCTION OF A STORM SEWER WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE S07°47'17"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 42.46 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILITARY AVENUE; THENCE N87°51'27"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 44.21 FEET TO THE POINT OF BEGINNING; THENCE S07°47'17"E PARALLEL WITH AND 44.00 FOOT DISTANT FROM SAID WEST LINE, A DISTANCE OF 215.74 FEET; THENCE S73°54'44"E PARALLEL WITH AND 25.00 FOOT DISTANT FROM THE

NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 111.31 FEET; THENCE N16°05'16"E, A DISTANCE OF 10.00 FEET; THENCE N73°54'44"W, PARALLEL WITH AND 35.00 FOOT DISTANT FROM SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 104.82 FEET; THENCE N07°47'17"W PARALLEL WITH AND 54.00 FOOT DISTANT FROM SAID WEST LINE, A DISTANCE OF 208.24 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE S87°51'27"W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3,196 SQUARE FEET, MORE OR LESS.

PERMANENT EASEMENT #2 (EAST SIDE):

A 20.00 FOOT WIDE PERMANENT EASEMENT TO BUILD, ERECT, MAINTAIN AND REPAIR THE FOLLOWING: STORM SEWER WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE S07°47'17"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 42.46 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILITARY AVENUE; THENCE N87°51'27"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 447.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N87°51'27"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 20.08 FEET; THENCE S07°17'43"E, A DISTANCE OF 131.69 FEET; THENCE S12°43'02"E, A DISTANCE OF 198.74 FEET; THENCE S19°26'23"W, A DISTANCE OF 59.90 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N73°54'44"W ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 20.03 FEET; THENCE N19°26'23"E, A DISTANCE OF 55.301 FEET; THENCE N12°43'02"W, A DISTANCE OF 193.92 FEET; THENCE N07°17'43"W, A DISTANCE OF 134.45 FEET TO THE POINT OF BEGINNING, CONTAINING 7,739 SQUARE FEET, MORE OR LESS.

TEMPORARY EASEMENT #2 (EAST SIDE):

A 10.00 FOOT WIDE TEMPORARY EASEMENT FOR THE CONSTRUCTION OF A STORM SEWER WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE S07°47'17"E (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 42.46 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILITARY AVENUE; THENCE N87°51'27"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 437.76 FEET TO THE POINT OF BEGINNING; THENCE S07°17'43"E, A DISTANCE OF 135.82 FEET; THENCE S12°43'02"E, A DISTANCE OF 191.51 FEET; THENCE S19°26'23"W, A DISTANCE OF 53.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S73°54'44"E ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 10.02 FEET; THENCE N19°26'23"E, A DISTANCE OF 55.30 FEET; THENCE N12°43'02"W, A DISTANCE OF 191.63 FEET; THENCE N07°17'43"W, A DISTANCE OF 134.45 FEET TO SAID SOUTH RIGHT OF WAY LINE; THENCE S87°51'27"W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 10.04 FEET TO THE POINT OF BEGINNING, CONTAINING 3,819 SQUARE FEET, MORE OR LESS.

WHEREAS: the requested property lies within the zoning jurisdiction of the City of Fremont, thus requiring approval of the City of Fremont pursuant to the Statute;

NOW THEREFORE, BE IT RESOLVED: By the Mayor and City Council of the City of Fremont, Nebraska, that the approval of the City of Fremont for the acquisition of the aforementioned real estate for the construction and maintenance of two separate storm sewer conveyances is hereby approved.

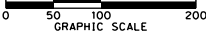
PASSED AND APPROVED THIS _____ DAY OF _____, 2014

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC
City Clerk

2013
MILITARY AVENUE
PAVING IMPROVEMENTS
FREMONT, NEBRASKA
JEO PROJECT NO.: 090456.01

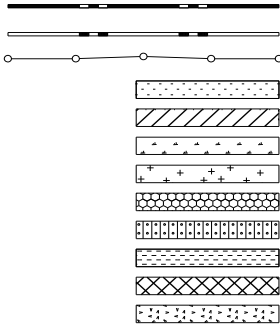


TRACT NO.	OWNER	DESCRIPTION	TOTAL AREA OWNED	TOTAL TAKING	NEW TAKING	EXCESS TAKING	EASEMENTS		REMAINDERS		SHEET NO.	TRACT NO.
							PERMANENT	TEMPORARY	LEFT	RIGHT		
I							16,349.00 S.F.	7015.00 S.F.			RI.I	I



LEGEND

- NEW CONTROLLED ACCESS
- PREVIOUS CONTROLLED ACCESS
- LIMITS OF CONSTRUCTION
- PREVIOUS R.O.W.
- NEW R.O.W.
- EXISTING PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXCESS TAKING
- PERMANENT EASEMENT
- EXISTING RAILROAD EASEMENT
- NEW RAILROAD PERMANENT EASEMENT
- NEW RAILROAD TEMPORARY EASEMENT



STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: July 2, 2014

SUBJECT: Change Order Number 1 for 2013 Street Patching – Yager Road

Recommendation: Approve Change Order Number 1 to Sawyer Construction for 2013 Street Patching - Yager Road project.

Background: Change order requested is additional work required due to unstable soil conditions discovered after the removal of the pavement to be patched. The cost of this is \$2,900.00.

There is also a change in the final contract quantities on this project. This represents increases in the project scope to add additional patching as well as to construct two additional ADA compliant curb ramps. The cost is \$5,140.00.

Fiscal Impact: The total Change Order amount is \$8,040.00

#25

CHANGE ORDER NO. 1

2013 STREET PATCHING – WASHINGTON STREET

PROJECT NO: P-162-13 FREMONT, NEBRASKA

The following changes are hereby made to the CONTRACT DOCUMENTS:

A. Additions –

Item				Unit	Total
#	Description	Qty	Unit	Price	Amount
12	Additional Excavation – Unstable Base ¹	80	CY	\$10.00	\$800.00
13	Crushed Rock – Unstable Base ¹	105	TN	\$20.00	\$2,100.00

Total Additions \$2,900.00**B. Deletions - None****Total Deletions \$ 0.00****C. Quantity Adjustments –**

Item				Unit	Total
#	Description	Qty	Unit	Price	Amount
3	Remove Pavement / Drive ²	+ 68	SY	\$5.00	\$340.00
4	Subgrade Preparation ²	+ 68	SY	\$2.00	\$136.00
5	Build 8" PCC Pavement ²	+ 68	SY	\$48.00	\$3,264.00
8	Remove Existing Sidewalk ³	+ 180	SF	\$1.00	\$180.00
9	Build 4" Walk/Ramp ³	+ 172	SF	\$5.00	\$860.00
10	2' x 4' Warning Plates ³	+ 2	EA	\$180.00	\$360.00

Total Quantity Adjustments \$5,140.00**Total Adjusted Change Order \$8,040.00****D. Reasons for Changes**

1. Unstable soil conditions required that unsuitable soil be removed from a portion of the project and replaced with crushed rock to create a stable base for the new concrete.
2. Additional sections of pavement were determined to require replacement in order to create a quality end product.
3. New curb ramps were constructed to meet more stringent ADA requirements and Public Right of Way Accessibility Guidelines (PROWAG). This change resulted in the need to remove and improve two additional ramps adjacent to those originally in the plans.

E. Contract time

No Change.

F. Change to Contract PriceOriginal Contract Amount **\$ 56,602.00**Net Change Resulting From Previous Change Orders **\$ 0.00**Net Change Resulting From This Change Order **\$ 8,040.00****Adjusted Contract Amount \$ 64,642.00****G. Approvals**_____
Sawyer Construction_____
Date_____
City of Fremont, Nebraska_____
Date

Staff Report

TO: Honorable Mayor and City Council

FROM: Justin Zetterman, City Engineer / Interim Planning Director

DATE: July 2, 2014

SUBJECT: Annexation of Ritz Lake – Phase I

Recommendation: 1) Move to introduce Ordinance 2) Hold first reading

Background: The City of Fremont requests the annexation of property located in the NW ¼ of Section 7, Township 17 North, Range 9 East of the 6th P.M., Dodge County, Nebraska. This tract of land represents the first phase of the Ritz Lake development. The Developer and Project Engineer are in support of this annexation.

#26

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA ANNEXING THE FOLLOWING DESCRIBED REAL ESTATE TO-WIT: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND, PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

SECTION I. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban in character, will receive material benefits and advantages from annexation to said City, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 9 EAST; THENCE EASTERLY ON THE SOUTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N89°59'40"E, A DISTANCE OF 75.00' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LUTHER ROAD; THENCE N00°01'47"E, ON A LINE 75.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, SAID LINE BEING A EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 49.95' TO THE TRUE POINT OF BEGINNING; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 30.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 45.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 50.00' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.00' TO A POINT; THENCE N00°01'47"E, ON A LINE 50.00' EAST OF AND PARALLEL WITH A WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 199.99' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 260.04' TO A POINT; THENCE S89°58'13"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 70.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 239.94' TO A POINT; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 60.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 199.99' TO A POINT; THENCE N89°58'13"W, ON A NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.00' TO A POINT; THENCE N00°01'47"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00' EAST OF AND PARALLEL WITH A WEST LINE THE SOUTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 323.98' TO A POINT; THENCE N89°59'51"E, ON A SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 5.00' TO A POINT; THENCE N00°01'38"E, ON A EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 55.00' EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, A DISTANCE OF 80.00' TO A POINT; THENCE N89°59'51"E, A DISTANCE OF 112.92' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 40°36'34", A RADIUS OF 160.00', AN ARC LENGTH OF 113.40', A CHORD LENGTH OF 111.04', A TANGENT LENGTH OF 59.20', AND A CHORD BEARING OF N69°41'34"E, TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 01°04'24", A RADIUS OF 377.50', AN ARC LENGTH OF 7.07', A CHORD LENGTH OF 7.07', A TANGENT LENGTH

OF 3.54', AND A CHORD BEARING OF N59°08'02"W TO A POINT; THENCE N31°24'10"E, A DISTANCE OF 55.00' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°14'01", A RADIUS OF 322.50', AN ARC LENGTH OF 80.12', A CHORD LENGTH OF 79.91', A TANGENT LENGTH OF 40.27', AND A CHORD BEARING OF S65°42'50"E TO A POINT; THENCE N31°46'12"E, A DISTANCE OF 241.87' TO A POINT; THENCE N89°59'55"E, A DISTANCE OF 70.12' TO A POINT; THENCE S84°15'43"E, A DISTANCE OF 167.40' TO A POINT; THENCE S72°45'09"E, A DISTANCE OF 140.97' TO A POINT; THENCE S72°35'59"E, A DISTANCE OF 351.98' TO A POINT; THENCE N79°10'47"E, A DISTANCE OF 91.91' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 191°41'47", A RADIUS OF 275.00', AN ARC LENGTH OF 920.08', A CHORD LENGTH OF 547.14', A TANGENT LENGTH OF 0.00', AND A CHORD BEARING OF S28°41'19"E TO A POINT; THENCE S77°03'57"W, A DISTANCE OF 193.24' TO A POINT; THENCE N89°56'47"W, A DISTANCE OF 191.07' TO A POINT; THENCE N74°17'40"W, A DISTANCE OF 150.23' TO A POINT; THENCE N72°35'55"W, A DISTANCE OF 375.00' TO A POINT; THENCE N76°58'40"W, A DISTANCE OF 96.61' TO A POINT; THENCE S89°59'51"W, A DISTANCE OF 106.30' TO A POINT; THENCE S00°00'23"W, A DISTANCE OF 258.95' TO A POINT; THENCE CONTINUING S00°00'23"W, A DISTANCE OF 103.51' TO A POINT; THENCE S13°50'16"E, A DISTANCE OF 92.39' TO A POINT; THENCE S53°24'25"W, A DISTANCE OF 220.00' TO A POINT OF CURVATURE OF A NON TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 06°04'28", A RADIUS OF 472.50', AN ARC LENGTH OF 50.09', A CHORD LENGTH OF 50.07', A TANGENT LENGTH OF 25.07', AND A CHORD BEARING OF S33°33'21"E TO A POINT; THENCE N53°24'25"E, A DISTANCE OF 220.00' TO A POINT; THENCE S46°54'33"E, A DISTANCE OF 96.58' TO A POINT; THENCE S53°04'53"E, A DISTANCE OF 240.00' TO A POINT; THENCE S55°01'26"E, A DISTANCE OF 101.63' TO A POINT; THENCE S71°29'43"E, A DISTANCE OF 83.35' TO A POINT; THENCE S88°54'53"E, A DISTANCE OF 103.19' TO A POINT; THENCE N89°59'40"E, A DISTANCE OF 230.00' TO A POINT; THENCE N78°13'34"E, A DISTANCE OF 122.58' TO A POINT; THENCE N79°41'23"E, A DISTANCE OF 111.80' TO A POINT; THENCE S80°32'35"E, A DISTANCE OF 121.66' TO A POINT; THENCE S78°14'14"E, A DISTANCE OF 122.58' TO A POINT; THENCE N83°20'24"E, A DISTANCE OF 120.81' TO A POINT; THENCE N79°36'20"E, A DISTANCE OF 122.00' TO A POINT; THENCE N88°33'45"E, A DISTANCE OF 120.04' TO A POINT; THENCE S74°04'05"E, A DISTANCE OF 124.80' TO A POINT; THENCE N64°14'02"E, A DISTANCE OF 75.02' TO A POINT; THENCE N50°57'59"E, A DISTANCE OF 74.91' TO A POINT; THENCE N01°03'49"E, A DISTANCE OF 124.98' TO A POINT; THENCE N14°34'09"W, A DISTANCE OF 129.06' TO A POINT; THENCE N01°13'10"E, A DISTANCE OF 125.04' TO A POINT; THENCE N23°39'14"W, A DISTANCE OF 125.40' TO A POINT; THENCE N10°42'40"E, A DISTANCE OF 127.28' TO A POINT; THENCE N16°38'31"W, A DISTANCE OF 130.36' TO A POINT; THENCE N10°01'16"W, A DISTANCE OF 116.73' TO A POINT; THENCE N89°50'41"E, A DISTANCE OF 319.00' TO A POINT; THENCE N00°09'19"W, A DISTANCE OF 10.00' TO A POINT; THENCE N89°50'41"E, A DISTANCE OF 55.00' TO A POINT; THENCE S00°09'19"E, A DISTANCE OF 642.42' TO A POINT OF CURVATURE OF A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°04'02", A RADIUS OF 552.50', AN ARC LENGTH OF 19.94', A CHORD LENGTH OF 19.93', A TANGENT LENGTH OF 9.97', AND A CHORD BEARING OF S01°11'20"E, TO A POINT; THENCE S02°13'22"E, A DISTANCE OF 244.18' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 88°32'35", A RADIUS OF 297.50', AN ARC LENGTH OF 459.75', A CHORD LENGTH OF 415.35', A TANGENT LENGTH OF 290.03', AND A CHORD BEARING OF S42°02'56"W, TO A POINT; THENCE S86°19'13"W, A DISTANCE OF 141.71' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°40'27", A RADIUS OF 647.50', AN ARC LENGTH OF 41.52', A CHORD LENGTH OF 41.52', A TANGENT LENGTH OF 20.77', AND A CHORD BEARING OF S88°09'27"W, TO A POINT; THENCE S89°59'40"W, A DISTANCE OF 1,184.26' TO A POINT OF CURVATURE OF A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°55'27", A RADIUS OF 527.50', AN

ARC LENGTH OF 339.95', A CHORD LENGTH OF 334.09', A TANGENT LENGTH OF 176.11', AND A CHORD BEARING OF N71°32'36"W, TO A POINT; THENCE N53°04'53"W, A DISTANCE OF 122.50' TO A POINT; THENCE S36°55'07"W, A DISTANCE OF 15.00' TO A POINT; THENCE S53°04'53"E, A DISTANCE OF 135.00' TO A POINT; THENCE S36°55'07"W, A DISTANCE OF 176.75' TO A POINT; THENCE S89°59'18"W, A DISTANCE OF 488.08' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,149,541.51 SQUARE FEET OR 49.35 ACRES, MORE OR LESS.

be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION II: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

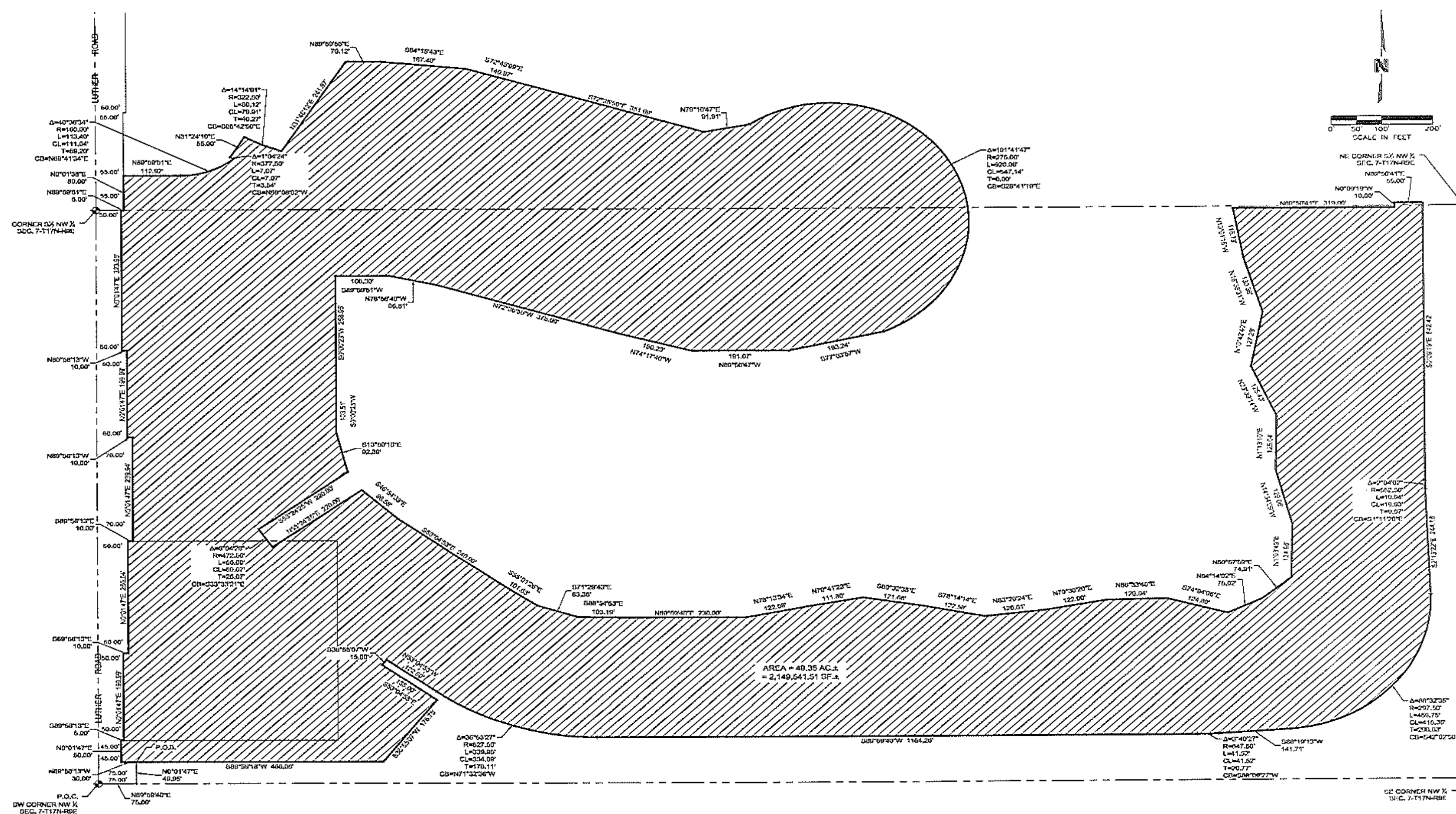
PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Scott Getzschman, Mayor

ATTEST:

Kimberly Volk, MMC
City Clerk

RITZ LAKE PHASE I



OLSSON ASSOCIATES

REV.	DATE	REVISION DESCRIPTION

RITZ LAKE PHASE I

drawn by: _____
checked by: _____
approved by: _____
drawing no.: _____
date: _____